

**BOARD OF EDUCATION
CONTRACT SUMMARY****FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION****TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance**Contract Number: 2-276664-01
Start Date: 11/30/2016 End Date: 6/30/2019Contractor: Performance Matters LLC
Address: Scottsdale, AZ

PURPOSE OF CONTRACT: Contractor-hosted web-based software platform for managing, administering, and analyzing on-line assessments. _____

DOES THIS CONTRACT/AMENDMENT REQUIRE FUNDS AUTHORIZATION BY THE MBPE?

YES

Board Approval Date: 11/29/2016

IS THIS CONTRACT WITH A FEDERAL, STATE, OR PUBLIC AGENCY: INTERGOVERNMENTAL
CONTRACT?NO

IS THIS A REVENUE CONTRACT (BOARD OF EDUCATION WILL RECEIVE FUNDS)?

NO**GRANT SUMMARY (IF APPLICABLE)**

Grant Name: _____

Amount expected to receive: \$ _____

Business unit to which it will be deposited: _____

Are matching funds required? YES/NO

If yes, amount of obligation: \$ _____

If yes, specify fund that is being obligated: _____

IF CONTRACT: Amount obligated for current fiscal year: \$ 23,250 (FY 2016-2017)
\$ 953,250 (future years)Account number: 80101055.502229.2170910Fund number: 35131^{DS}
GG^{DS}
CWMNPS Contact: Paul Changas
Phone Number: 615-259-8425Contract Agent: Gary Appenfelder
Phone Number: 615-259-8533

CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND
THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION
AND
PERFORMANCE MATTERS LLC
FOR
PURCHASE OF SERVICES

This contract ("Contract") is entered into by and between **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education** ("MBPE" or "MNPS") and **Performance Matters LLC**, 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ 85250 ("Contractor"). This Contract consists of the following:

- a) This document
- b) Exhibit A: Contractor's *Proposal* dated November 18, 2016,
- c) Exhibit B: Contract between The School Board of Orange County, Florida and Performance Matters dated July 19, 2013.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) any properly executed amendment or change order to this Contract, (most recent with first priority),
- b) this document (including Exhibit A),
- c) Exhibit B.

1. Terms and Conditions. In addition to the terms listed in this document, the terms in Exhibit B apply and are incorporated by reference into this contract unless there is a conflict of terms. In the event of any such conflict, the terms of this document shall prevail.

2. Duties and Responsibilities of Contractor.

- a) Contractor agrees to provide and MNPS agrees to purchase the services provided in Exhibit A , incorporating an Authoring platform, Test Element Bank, Assessment Delivery and Reporting System License, Maintenance, Support, and Professional Services, via Contractor's Hosting Environment.
- b) Services provided under this Contract will be ordered and supplied on an as needed basis only. Nothing in this Contract shall be construed as a minimum guarantee of services to be ordered from Contractor.

3. Term.

- a) The term of this Contract will begin November 30, 2016 and end June 30, 2019 ("Initial Term").
- b) The term of this Contract may be extended by mutual agreement between the parties and execution of an Amendment to this Contract in accordance with section 23 herein.
- c) In no event shall the term of this Contract exceed five (5) years.

4. **Delivery/Commencement of Services.** Commencement of services under this Contract will begin at a date within the Term of this Contract and as mutually agreed upon by the parties. All delivery of services shall be made pursuant to a written purchase order issued by MNPS, which assumes no liability for any services delivered without such purchase order.
5. **Compensation.**
- a) Contractor shall to be paid the fees and rates contained in Exhibit A upon receipt of invoice.
 - b) Subscription Fees listed in Exhibit A are for the Initial Term of this Contract. The fee may increase 3% annually at the expiration of the Initial Term.
 - c) Invoices are to be submitted to the MNPS Executive Director of Research, Assessment, and Evaluation for review and approval. Payment of invoices may be withheld if documentation is not sufficient. Payment will be authorized only for the approved portion of each invoice. MNPS may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as MNPS may require.
 - d) There will be no other charges or fees for the performance of this Contract. MNPS will make payments within 30 days of receipt of invoice.
 - e) Total compensation for this Contract shall not exceed \$1,000,000.
6. **Contractor Performance Evaluation.**
- a) The MNPS Executive Director of Research, Assessment, and Evaluation will be responsible for performing and documenting Contractor's performance evaluation during the term of this Contract.
 - b) Contractor performance will be evaluated based on:
 - i) Timeliness and effectiveness of initial system implementation
 - ii) Ease of use and effectiveness of the system functional features
 - iii) Responsiveness to issues and customer support.
7. **MNPS Right to Inspect.** MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.
8. **Taxes.** MNPS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.
9. **License.**
- a) Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained. Contractor grants to MNPS a limited, non-exclusive, non-transferable license to access and use software and Product(s) for the number of users and for the subscription term specified in Exhibit A. This license is solely for MNPS' internal educational and training purposes.

- b) MNPS represents and warrants that MNPS has appropriate rights to any data and content MNPS uploads or enters into the Site or a Product ("Customer Data"). Contractor will adopt, implement and maintain commercially reasonable security measures and procedures (including, firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis.

10. Copyright, Trademark, Service Mark, or Patent Infringement.

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MNPS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the Metropolitan Council.
- b) If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - i) Procure for MNPS the right to continue using the products or services, or
 - ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or
 - iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option b.iii. until Contractor and MNPS have determined that options b) i) and b) ii) are impractical.
- c) Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:
 - i) The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or
 - ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or
 - iii) The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

- 11. Termination for Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate this Contract if the breaching party has not corrected the cause of the breach to the satisfaction of the other party within thirty (30) days of

written notification of the breach by the other party. It shall also be considered a breach of Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days. Contractor may temporarily suspend the Service or remove the applicable MNPS Data, or both, if Contractor in good faith believes that MNPS has violated any Applicable Law as part of using Contractor's System.

- 12. Termination for Funding.** In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MNPS may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract. If MNPS terminates this Contract due to lack of funding, MNPS agrees not to acquire similar services from a third party for the remainder of the Term of the Contract.
- 13. Termination for Convenience.** MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS' exercise of its right to terminate for convenience.
- 14. Effect of Termination.** Upon termination or expiration of this Contract, (a) Contractor will end MNPS' Subscription, and terminate MNPS' access to the Site, Services, Products, and related software, (b) MNPS will immediately pay any fees due and owing prior to the termination date, and (c) upon written request of MNPS, Contractor will make the Site and any Product available for MNPS to export MNPS data for 60 days after termination.
- 15. Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 16. Notices and Designation of Agent for Service of Process.** Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MNPS notices listed below.
- a) All other notices to MNPS shall be mailed or hand delivered to:
- | | |
|-----------------|--|
| Department: | Purchasing |
| Attention: | Director of Purchasing |
| Address: | 2601 Bransford Avenue
Nashville, TN 37204 |
| Phone: | (615) 259-8400 |
| E-mail address: | purchasing@mnps.org |

b) Notices to Contractor shall be sent to:

Contractor: Performance Matters LLC
Address: 7730 Union Park Avenue, Suite 500
Sandy, UT 84047
Phone: ()
E-mail address: legal@performancematters.com

c) Contractor's Federal Tax ID # 87-0647151.

17. Maintenance of Records. Contractor shall maintain documentation for all charges against MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

18. Insurance. During the term of this Contract, Contractor shall maintain comprehensive general liability insurance, automobile liability insurance, and, if necessary, commercial umbrella insurance, each with limits not less than one million dollars (\$1,000,000.00), each occurrence. The METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 shall be included as an additional insured on the comprehensive general liability policy. Commercial general liability shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than five hundred thousand dollars (\$500,000). A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. **Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.**

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A. § 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

19. School District Statutory Immunity. Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.


20. Compliance with the Americans with Disabilities Act. Contractor will provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including hiring or employment practices. The Contractor will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally

effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.


21. **Governing Law/Venue.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.
22. **Entire Contract.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
23. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
24. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of MNPS and the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

Contract Number: 2-276664-01

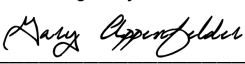
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:**APPROVED:**

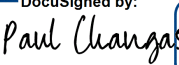
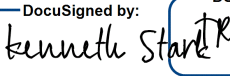
DocuSigned by:

 99556DC07EDF4A0...
 Chair, MBPE

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

DocuSigned by:

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 Date Filed: 12/22/2016

RECOMMENDED:

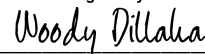
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 Director of Purchasing, MNPS

DocuSigned by:  DocuSigned by:  DS
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 Department Head, MNPS

DocuSigned by:

 89E8F286943944A...
 Executive Staff Member, MNPS


PERFORMANCE MATTERS LLC:

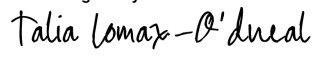
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 CE09175ADE354F0...
 By: woody dillaha
 Name: woody dillaha
 Title: President & Cofounder

APPROVED AS TO AVAILABILITY OF FUNDS:

80101055.502229.2170910

Account Number

DocuSigned by:

 E7466D2A3FD74A4...
 Chief Financial Officer, MNPS

DocuSigned by:

 6ACD297069E14E9...
 Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

DocuSigned by:

 68804BF12FD741C...
 Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

 1B21A5BA8B1A49C...
 Metropolitan Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Transportation Insurance Company	NAIC # 20494
INSURER B: Continental Casualty Company	20443
INSURER C: American Casualty Company of Reading, PA	20427
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B 6011429914	04/30/2016	01/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY			B 6011429914	04/30/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			B 601145358	04/30/2016	01/01/2017	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC611430013	04/30/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

WILLIS TOWERS WATSON CANCELLATION NOTICE

NAMED INSURED Performance Matters LLC 7730 South Union Park Avenue Suite #500, 5th Floor Sandy, UT 84047	POLICY NO. B 6011429914 B 6011145358 WC611430013 EFFECTIVE DATE SEE PAGE 1
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Holder Name: Proof of Coverage

Project:

RE: RFP for Knox County TN - RFP Number 2436.

Cancellation Terms:

IN ADDITION TO THE NOTICE PROVISIONS IN THE POLICY, WILLIS TOWERS WATSON HAS AGREED WITH THE CARRIER THAT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, WILLIS TOWERS WATSON WILL SEND WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITHIN 30 DAYS EXCEPT FOR NONPAYMENT OF PREMIUM. WILLIS TOWERS WATSON WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

Cancellation Terms Apply to the Following Coverages:

General Liability

Auto Liability

Umbrella Liability

Workers Compensation

EXHIBIT A
FEES, IMPLEMENTATION REQUIREMENTS and PRICING**District Pricing Summary:**

- a. Standard system concurrency user rate is 10% of all portal users.
- b. The Products are provided with “AS IS” functionality available on the Effective Date of this Agreement.
- c. No custom work is included in the listed price.

1. **SITE IMPLEMENTATION FEES.** The Site Implementation Fees are based on the standard hours required by PM to perform the Baseline Site setup. Any additional hours needed to complete the Baseline Site setup will be addressed in a SCR to be agreed upon and executed by the parties. Implementation fees are detailed in the chart below:

Site Implementation Services	Hours	Fee
Scan Engine License, SIS Integration, Active Directory Federation Services	N/A	\$16,000.00
Total of all Site Implementation Services:		\$16,000.00

2. **TRAINING SERVICES.** Training services are to be ordered, scheduled and billed on as as-needed basis. Billing is due upon delivery of ordered training services.

Training Services	Quantity	Fee
One-hour webinar for up to 1,000 attendees	11	\$3,575.00
Onsite Training Class for up to 20 participants	20	\$48,000.00
Onsite Certification Training Class	10	\$43,200.00
Video Tutorial Library, Context-Sensitive Online Help	N/A	\$0.00
Total of all Training Services:		\$94,775.00

3. **SUBSCRIPTION FEES.** Annual Subscription Fee rates listed in the chart below are for the Initial Term of the Contract and include hosting services. Calculated fees in the chart are based on estimated numbers of employees and observers. Actual fees are to be calculated using the rates shown below and actual numbers of employees and observers determined by MNPS. Subscription fees are due and billable at the beginning of each Subscription Term.

Product	Subscription Term	Subscription Fee
Unify Assessment and Analytics – 12 Priority Schools - \$4.50 per student, 5,000 Students	January 1, 2017 – June 30, 2017	\$11,250.00
Unify Analytics – District Wide - \$1.50 per student, 81,000 Students	January 1, 2017 – June 30, 2017	\$60,750.00
Unify Assessment and Analytics – District Wide - \$4.50 per student, 86,000 Students	July 1, 2017 – June 30, 2018	\$387,000.00
Unify Assessment and Analytics – District Wide - \$4.50 per student, 86,000 Students	July 1, 2018 – June 30, 2019	\$387,000.00
Total Subscriptions		\$846,000.00

Agreement

By and Between

The School Board of Orange County, Florida

And

Performance Matters, LLC ("PM")

**Authoring Platform, Test Element Bank, and Assessment Delivery and Reporting System
Software License, Maintenance, Support, and Professional Services**

This Agreement ("Agreement") is made as of the 19th day of July, 2013 by and between The School Board of Orange County, Florida, a political subdivision of the State of Florida, located at 445 West Amelia Street, Orlando, FL 32801 hereinafter referred to as "SBOC" and Performance Matters, LLC ("PM") a Florida Limited Liability Company located at 1600 Lee Road, Winter Park, FL 32789, hereinafter referred to as "PM".

WITNESSETH:

WHEREAS, SBOC desires to secure contractual relationships for the purpose of obtaining services incorporating an Authoring Platform, Test Element Bank, and Assessment Delivery and Reporting System License, Maintenance, Support, and Professional Services, via a Hosting Environment;

WHEREAS, PM has the facilities, staff, software application, and expertise to provide services as outlined in the Request For Proposal and this Agreement; and

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.

"ACCEPTANCE TEST" shall mean the conduct of the series of tests and protocols specified in the Documentation for a particular Deliverable, the successful completion of which signify the successful delivery of such Deliverable. In the case of a documentary Deliverable, the Acceptance Test for such Deliverable shall mean the review by the District of such documentary Deliverable and certification that such Deliverable complies in all material respects with the requirements for such documentary Deliverable.

"**AGREEMENT**" refers to the executed Agreement by and between SBOC and PM.

"**AMENDMENT**" means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of professional services ("**Services**"), attached hereto as Exhibit "A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by PM pursuant to this Agreement, sets forth the basis of compensation due to PM of, and sets forth the time period and/or schedule for performance and completion thereof.

"**CONFIDENTIALITY**" For purposes hereof, "Confidential Information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (a) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (c) a party has developed independently without reference to any Confidential

Information of the other party; (d) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (e) is subject to the Florida Public Records Law, Chapter 119, Florida Statutes or any other information required to be disclosed by a valid court order or agency of government.

"DEFECT" shall mean a characteristic or condition of the Licensed Software or any customizations which results in the failure of such software to operate in accordance with the Specifications and/or which results in the input, storage, computation, transfer or display of erroneous information. Defects shall be characterized by their severity as set forth in the Software Maintenance Services Agreement.

"Deliverable" shall mean any unit of work required to be delivered by PM to the District as set forth on Exhibit "B" hereto.

"Delivery" of a Deliverable shall be deemed to have taken place (or the Deliverable shall have been deemed "Delivered") as follows:

- a. In the case of items to be delivered in tangible form, upon the transfer of possession of the item to the control of the respective District personnel designated to receive such possession at the designated time and place, or if no place is designated at such person's office.
- b. In the case of items to be delivered by electronic transmission, upon the successful completion of such transmission to the designated District computer and District verification of the accuracy of such transmission. In the case of items for which payment is conditioned upon the completion of an acceptance test, upon the certification by the designated agent or employee of the District that such acceptance test has been completed to the reasonable satisfaction of such agent.
- c. In all other cases, upon the completion of the Services encompassed by such Deliverable in all material respects as set forth in the applicable schedule to this Contract.

"Documentation" shall mean all operator guides, operating procedures (including any special year-end procedures), user manuals, training aids, installation guides, functional and detailed specifications and other technical documents with respect to a Deliverable or any portion or component thereof.

"District" shall mean the School Board of Orange County, Florida each and every subdivision or unit thereof constituted now and in the future including schools and or territories within Orange County, FL and charter schools in Orange County, and each and every entity in the future to the responsibility of the School Board of Orange County to provide educational services to students at any level of education. The district acknowledges the software is sold as a per student price structure.

"End User" shall mean an individual who supplies, analyzes, and/or retrieves student, school, or related data by directly or indirectly invoking a computer program.

"ERROR" means a reproducible failure of the Software to perform in substantial conformity with the Software specifications set forth in the corresponding Documentation. Error does not include a nonconformity resulting from customer's improper use, alteration of or damage to the Software, or customer's combining or merging the Software with any equipment or software not supplied by PM or specified as compatible by PM in writing.

"FUNDS" shall mean payment made by SBOC to PM hereunder.

"License Fees" shall mean any fees paid or to be paid by the District to PM in respect of the right to use the Software as provided under this Contract.

LIQUIDATED DAMAGES (also referred to as liquidated and ascertained damages) are damages whose amount the parties designate during the formation of a contract for the injured party to collect as compensation upon a specific breach (e.g., late performance)

"MAJOR ENHANCEMENT" means any major functional revision to the Software (designated by a renumbered release number) released by PM during the Initial Support Term or any Renewal Support Term with the exception of new products developed for other customers.

"MINOR ENHANCEMENT" means any minor release, update, modification or "bug fix" (designated by a renumbered release number) which does not necessarily provide materially new functionality, as determined by PM in its reasonable discretion, and made generally available to PM's supported customers.

"PARTIES" shall mean the parties entering into this Agreement, SBOC and PM, respectively.

"PERMITTED USERS" means the Permitted Users identified in this Agreement.

"SBOC" shall mean The School Board of Orange County, Florida, a political subdivision of the State of Florida.

"SERVICES" shall mean the professional services as set forth and required, pursuant to the Agreement and described in further detail on Exhibit "A," attached hereto and incorporated herein by reference.

"SOFTWARE" means the software required to provide the Services. Use of the Software by SBOC users pursuant to this Agreement will be allowed only through PM's hosted website and only subject to the terms and conditions set forth herein. This Agreement shall not grant to SBOC any ownership or other interest in the Software, the Documentation, or any other program, module, code, programming, PM trade name, trademark or other intellectual property of PM.

"SUPPORT TIMES" means: Monday through Friday, 7:00 a.m. through 5:30 p.m. (Eastern Standard Time), excluding the following holidays: July 4th, President's Day, New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and the day after Thanksgiving Day; and Christmas Day and one other day as provided by PM 30 days in advance.

"SUPPORT INCIDENT" is defined as one specific Error or other technical issue that begins when a customer calls PM Technical Support and ends when either the single specific Error or other technical issue is resolved or PM Technical Support deems it non-resolvable. Each specific Support Incident will generate a "ticket", which will be opened, tracked and closed separately from any other specific Support Incidents.

"SUPPORT PLAN" means the specific software support and maintenance plan offered by PM and selected by Customer. PM may offer different plans with specific support levels, number of covered incidents and extent of software maintenance provided. The Support Plan selected shall be reflected on the quotation, invoice, purchase order or support order.

"SUPPORT SERVICES" means the services that Customer has contracted PM to provide pursuant to this Agreement.

"PM" means PM authorized to conduct business in the State of Florida, offering professional Services hereunder which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the Services, work and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms and provisions contained in this Agreement and any and all Amendments thereto.

"System Testing" shall mean the testing of multiple components.

"THIRD PARTY SOFTWARE" means software utilized by PM as a component of the Software under license from any unrelated party.

"UPDATES" means modifications, enhancements, changes and alterations to the Software provided by PM after the initial delivery of the Software, including all Major Enhancements and Minor Enhancements; the term Software includes all Updates.

ARTICLE 2 – SERVICES PROVIDED; OWNERSHIP

During the term of this Agreement, PM will provide to SBOC the Services described in this Agreement, and the RFP including Exhibit "A" hereto.

The Software and Documentation contain valuable intellectual property rights and proprietary information. PM (or its licensors) retains title to the Software and Documentation, and all copyright and other rights to all portions of the Software and Documentation, and all modifications and alterations thereto, and all copies thereof. Notwithstanding anything to the contrary set forth herein, SBOC may not copy, distribute, publish, disclose, transfer, make derivative works of, modify, alter, or exploit in any manner, any portion of the Software or Documentation, except that SBOC may make copies of the Documentation or portions thereof and distribute such copies. Except as expressly set forth herein, SBOC does not acquire any rights, express or implied, in the Software or Documentation or any portion thereof. No license, right, or interest in any PM trademark, trade name, or service mark is granted pursuant to this Agreement. SBOC shall at its own expense take all reasonable actions necessary to require, insure, and verify that all permitted users and other persons having access to or dealing with the Software and/or Documentation by reason of their software use through SBOC not infringe upon the rights of PM and abide by the terms of this Agreement in the same manner as SBOC is obligated to, and to cause any person who does so infringe to come into compliance herewith.

ARTICLE 3 - AMENDMENTS AND MODIFICATIONS

No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties who have been authorized to sign the Amendment (s). Procurement Services is the only authorized party for the District to develop and facilitate execution of all Amendments.

ARTICLE 4 – TERM AND TERMINATION

This Agreement shall be effective for an initial term commencing on June 12, 2013, and shall continue through June 11, 2016, unless sooner terminated as provided hereunder, with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties.

PM shall give SBOC written notice of any substantial failure to perform under this Agreement through no fault of PM. If SBOC fails to correct or diligently pursue cure of such failure within ninety (90) business days of receipt of notice, this Agreement may be terminated by PM, at its option, upon thirty (30) calendar day's prior written notice to SBOC. This Agreement may be terminated by SBOC with or without cause upon thirty (30) days written notice sent by certified mail to PM. In the event of a material breach by PM hereunder through no fault of SBOC, SBOC may, at its option, give PM written notice of such material breach. If PM fails to correct or diligently pursue cure of such breach within ten (10) business days of receipt of such notice, then SBOC may terminate this Agreement immediately.

ARTICLE 5 - PAYMENT

SBOC agrees to provide Funds for the Agreement as outlined in Exhibit "B". Payments shall be made within forty-five calendar days after SBOC's receipt of invoice. School Board of Orange County, Florida shall pay these fees to PM for serviced rendered as outlined in Exhibit "B" which includes all direct charges, indirect charges and reimbursable expenses, if any.

Subject to PM's right to cure under Article 4 herein, should the project not be completed as scheduled, PM and SBOC will jointly plan a revised completion date for the project and, if applicable, the retainage release date will be adjusted accordingly for that phase. Failure on the part of PM to complete their work in an accurate and quality manner shall be considered a default of this Agreement.

Completion of a project phase is defined by an appropriate signoff by SBOC and PM's project manager and SBOC Executive sponsor that all activities of that phase have been satisfactorily completed according to the Project Schedule, as agreed upon by both parties attached Exhibit "A". PM and SBOC will agree upon planned completion dates for each phase and work in good faith to meet the planned schedule. SBOC reserves the right throughout each phase to conduct a quality assurance check to ensure accuracy, quality and delivery of work.

PM shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement or after the expiration of this Agreement without formal amendment.

Return of Funds: In the event of overpayment, PM shall return to SBOC any overpayments due to unearned funds that were disbursed to PM by SBOC and any interest attributable to such funds pursuant to the terms

and conditions of this Agreement. In the event that PM or its independent auditor discovers that an overpayment has been made, PM shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, person responsible for management of funds in support of this service, on behalf of SBOC, will notify PM by letter of such findings. Should repayment not be made forthwith, PM will be charged interest at the annual rate of five percent (5%) interest on the outstanding balance after department notification or PM discovery.

Final Notice: The final invoice for payment shall be submitted to SBOC no more than forty-five days (45) after the contract ends or is terminated. Any payment due under the terms of this Agreement may be withheld until all reports due from PM and necessary adjustments thereto, have been approved by SBOC.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of SBOC under this Agreement are subject to the availability of Funds lawfully appropriated for its purpose by the State of Florida and SBOC.

ARTICLE 7 – PROFESSIONAL EVALUATIONS

As part of the Services, SBOC desires that PM provide, and PM is willing to provide, Multi-Measure Reports (MMRs). The following provisions of this Article 7 shall set forth the terms and conditions upon which such MMRs will be provided:

Data

Any and all data relating to an MMR will be provided to PM by SBOC. SBOC will provide the rubric for any observations and other effectiveness assessments desired by SBOC. Through its FASTe system, PM will store such data, provide analytics for the data, and make such data accessible to SBOC's designated users via the MMR. Any external data feeds provided in support of the FASTe format by SBOC to PM shall be provided in a format agreed upon by the parties.

Professional Evaluations

In connection with certain state and federal programs, including the Race to the Top Federal grant, it is contemplated that the data and formulae provided by SBOC to PM in connection with the MMR will include those relating to professional evaluations of teachers employed by SBOC. SBOC and the union representing SBOC's teachers have jointly determined factors, and the weighting thereof, to be used in such professional evaluations.

For avoidance of doubt, the parties agree that SBOC is solely responsible for determining and providing to PM the factors and the weighting of each factor (the "Formula") to be used for SBOC's teachers' professional evaluations, and the data to enter in to the Formula. PM is responsible for (a) entering SBOC's data into the FASTe database, (b) executing SBOC's Formula using the FASTe Data approved by SBOC and (c) presenting the results of the Formula in the MMR.

Review and Approval of MMRs

SBOC and PM acknowledge and agree that SBOC's professional evaluation system contemplated herein is new and could result in errors in the preparation of such evaluations and/or the preparation of data and reports that form the predicate for such evaluations, including MMRs. Therefore, for a period determined by SBOC after each MMR is published by being made accessible to SBOC in the FASTe platform (the "Review Period"), SBOC will review such MMR and will notify PM in writing or electronically of any concerns, questions, corrections or revisions needed to the MMR or any component thereof. PM will promptly investigate and respond to SBOC's concerns and questions regarding the MMR. PM will promptly commence any necessary revisions or corrections to the MMR and will proceed with reasonable diligence to complete any such revisions or corrections. SBOC will provide PM approval for all MMR within 10 business days, except for those concerns, questions, corrections or revisions communicated to PM in writing or electronically within the Review Period for such MMR.

ARTICLE 8 – STUDENT ASSESSMENTS

During the term of the Agreement, SBOC may conduct student assessments with respect to certain courses. SBOC may include the results of such student assessments as a factor in the Formula provided

by SBOC to PM in connection with professional evaluations for SBOC's teachers. As provided in the Agreement, such student assessments may be conducted through PM Services to SBOC, either via scan engines or via online assessments (OLAs).

SBOC acknowledges and agrees that end-user error, and other circumstances beyond PM's reasonable control can cause such assessments to be graded incorrectly, through no fault of PM. PM has no control over such error or circumstances affecting the completion of such assessment forms and OLAs, and PM shall have no responsibility for any error or change in the results of calculations performed according to the Formula which may arise out of such circumstances or student or SBOC human error, or in the results of professional evaluations which may be based on such calculations. By way of clarification and not limitation, examples of such student or SBOC human error include improperly "bubbling in" scan answer sheets or failing to follow instructions on OLAs. Examples of circumstances beyond PM's reasonable control include interruptions in SBOC's internet or electrical service and interruptions in PM's internet service which are beyond PM's reasonable control, as contemplated in the Agreement.

ARTICLE 9 – RESPONSIBILITY FOR UPLOADED MATERIAL

As part of the Services, SBOC desires that PM allow, and PM is willing to allow, SBOC's authorized users to upload artifacts of the user's choosing to SBOC's files hosted by PM. Such uploading is done unilaterally by the user, without review by or approval of PM or SBOC. SBOC acknowledges and agrees that PM has no control over the artifacts or other material that SBOC's authorized users may upload, and that PM has no responsibility or liability for such artifacts and other material, regardless of its nature. SBOC acknowledges and agrees that SBOC manages its own files as hosted by PM. SBOC has the ability at any time to remove from its files any artifact or other material that SBOC desires, for any reason. SBOC shall at all times be responsible for monitoring the content of its files hosted by PM, including any uploaded artifacts, and for removing any portion of such content as SBOC may desire. At no time shall PM have any responsibility for monitoring the content of SBOC's files, for notifying SBOC of any artifact or other material uploaded to, or otherwise appearing in, SBOC's files, or for removing any such artifact or other material.

ARTICLE 10 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by PM shall be deemed an acknowledgement and certification by PM that the wage rates and costs used to determine the Funds provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should SBOC determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to PM. SBOC shall exercise its rights under this provision within one year following final payment of the Funds.

ARTICLE 11 – PERSONNEL

PM represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Agreement. Such personnel shall not be employees of SBOC and shall not receive any benefits associated with the employees of SBOC.

All of the Services herein shall be performed by PM or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.

PM and any of his employees performing Services hereunder shall comply with the Jessica Lunsford Act effective September 1, 2005, as same may be amended from time to time. Non-instructional school SBOC employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. For purposes of this Agreement contractual personnel shall include any vendor, individual, or entity under Agreement with SBOC. The cost of the screening is at the expense of PM.

PM shall notify SBOC as soon as possible, but no later than five (5) working days, after any changes in address or key personnel positions of PM's account team. Changes in key personnel may include

resignations, approved leaves of absence of six (6) weeks or more, or terminations. Such notification shall be in writing and shall include information related to replacement staff assigned. PM agrees to work closely with SBOC to ensure that the work and cooperation between the two organizations is efficient and mutually productive to both parties.

PM and all PM staff under this Agreement shall comply with all federal, state, county, and city laws, ordinances, rules and regulations that relate to the background screening process of those applying for work with children, seniors, or the disabled. In addition, all PM staff contributing to the delivery of the scope of work that meet the criteria of both Chapter 408, and Chapter 435 and Section 110.1127, Florida Statutes, and Section 65C-14.025, Florida Administrative Code, must be in compliance with these Florida laws and are required, at a minimum, but may not be limited to perform the following screenings prior to supervision and /or direct care at no additional cost to SBOC:

- a. An initial Level 2 background screening
- b. Additional Level 2 background screenings at five (5) year intervals

ARTICLE 12 - FEDERAL AND STATE TAX

SBOC is exempt from federal and state taxes for tangible personal property. In this regard, PM shall promptly submit to SBOC an appropriate exemption certificate. SBOC will sign an exemption certificate submitted to it by PM. The PM shall not be exempted from paying applicable sales tax to the State of Florida and/or the federal government, as the case may be, for the purchase of materials to fulfill contractual obligations with SBOC, nor shall PM be authorized to use SBOC' tax exemption number in securing such materials.

PM shall be responsible for payment of its own FICA and social security benefits with respect to this Agreement.

ARTICLE 13 – INSURANCE

- a. PM shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PM, its agents, representatives, employees or subcontractors.
- b. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with a Bests' Rating of no less than A: VII. The PM shall furnish Certificates of Insurance to SBOC, for approval, prior to the commencement of work. The Certificate shall clearly indicate that PM has obtained insurance of the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of the insurance shall be effective without ten (10) calendar day's prior written notice to SBOC. Compliance with the foregoing requirements shall not relieve PM of its liability and obligations under this Agreement.
- c. PM shall maintain during the term of this Agreement, standard Professional Liability Insurance, or Errors and Omissions Insurance, of not less than \$1,000,000 combined single limit.
- d. Minimum limits of Insurance:
 - Workers Compensation Insurance Statutory Limits
 - Employer Liability - \$500,000/\$500,000/\$500,000
 - General Liability - \$2,000,000 minimum General Aggregate \$1,000,000 minimum per occurrence to include:
 - Products - Completed Operations \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage \$100,000
 - Medical Expense (Any one Person) \$10,000
- e. PM shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amounts of not less than \$1,000,000 combined single limit for bodily injury and

property damage to protect PM from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by PM or by anyone directly or indirectly employed by PM.

- f. PM shall maintain, during the life of this Agreement, adequate workers compensation insurance and employer's liability insurance in at least such amounts as are required by law for all of its employees performing work for SBOC pursuant to this Agreement.
- g. All insurance, other than professional liability and workers compensation to be maintained by PM shall specifically include SBOC as an "Additional Insured".
- h. Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed, or modified without a ten (10) calendar day written notice to SBOC. In the cancellation clause the word "ENDEAVOR" shall be excluded and the number 10 inserted in the blank space provided before the word "days prior notice..." All PM policies are to be considered primary to SBOC coverage and shall not contain co-insurance provisions.

ARTICLE 14 - TIME OF ESSENCE

Time is of the essence concerning the performance of all terms and conditions of this Agreement.

ARTICLE 15 - STANDARD OF CARE

In providing Services under this Agreement, PM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by SBOC, PM will correct those Services not meeting such a standard.

ARTICLE 16 – INDEMNIFICATION

PM shall indemnify and hold harmless SBOC, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of PM, its agents, servants, or employees as a result of the performance of Services under this Agreement, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof.

Nothing in the Agreement shall be deemed to affect the rights, privileges or be deemed a waiver of, or limitation of SBOC's sovereign immunity protection and limitations of liability pursuant to Florida Statutes 768.28. Any indemnity or assumption of liability by SBOC hereunder shall be subject to SBOC's rights to sovereign immunity and any other limitations of liability provided SBOC pursuant to Florida law. In no event shall SBOC be responsible or liable for any loss, claim or damage arising out of the acts or omissions of PM or taken or made by any party at the direction of PM or its personnel.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

SBOC and PM each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither SBOC nor PM shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of SBOC or PM, nor shall it be construed as giving any rights or benefits hereunder to anyone other than SBOC and PM.

ARTICLE 18 – GOVERNING LAW AND REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in Orange County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 19 - CONFLICT OF INTEREST

PM represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. PM further represents that no person having any interest shall be employed for said performance of services. PM shall within thirty (30) calendar days of receipt of in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence PM's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances and the nature of work that PM may undertake. PM shall request an opinion by SBOC as to whether the association, interest or circumstance would, in the opinion of SBOC, constitute a conflict of interest if entered into by PM. SBOC agrees to notify PM of its opinion by certified mail within thirty (30) calendar days of receipt of notification by PM.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

PM is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of SBOC. All persons engaged in any of the work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to PM's sole direction, supervision, and control. PM shall exercise control over the means and manner in which it and its employees perform the work, and in all respects PM's relationship and the relationship of its employees to SBOC shall be that of an independent contractor and not as employees or agents of SBOC. PM does not have the power or authority to bind SBOC in any promise, agreement or representation.

Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the parties or any affiliate thereof, or to provide any party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party.

ARTICLE 21 – ARREARS

PM shall not pledge SBOC's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. PM further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

ARTICLE 22 – CONFIDENTIAL INFORMATION AND DISCLOSURE OF DOCUMENTS

PM shall deliver to SBOC for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by PM for SBOC under this Agreement.

All SBOC written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by SBOC at its expense will be kept as Confidential Information by PM and will not be disclosed to any other party, directly or indirectly, without SBOC' prior written consent unless required by a lawful order of court. All drawings, maps, sketches, and other data originating with and developed by SBOC and stored as part of the Services under this Agreement or at SBOC expense shall be and remains its property and may be reproduced and reused at the discretion of SBOC. If and as requested, SBOC shall comply with the provisions of Chapter 119, Florida Statutes.

The party receiving Confidential Information of the other party will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, Confidential Information of the other party without the prior written consent of said party. Neither

party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, Florida Statutes.

The parties recognize and agree that SBOC is subject to the provisions of the Florida Public Records Law, as codified in chapter 119, Florida Statutes. The parties also recognize and agree that the Software and accompanying Documentation is a trade secret of PM, as defined under Fla. Stat. section 812.081. PM takes measures to prevent the Software and accompanying Documentation from becoming available to persons other than PM's customers, for the limited purpose of supplying services to its customers. Therefore, pursuant to Fla. Stat. sections 815.045 and 119.071(1) (f), the Software and accompanying Documentation are exempt from disclosure pursuant to Florida's Public Records Law, and shall not be disclosed to anyone other than SBOC's named users without court order.

Any claim by PM that its records or work, other than the Software and accompanying Documentation, is confidential or a trade secret must be made in compliance with s. 812.081 and s. 815.045, Florida Statutes.

ARTICLE 23 - CONTINGENT FEES

PM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PM to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for PM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - ACCESS AND AUDITS

PM shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Agreement. SBOC or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts and transcription during normal business hours, at SBOC' cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The PM warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin sexual orientation, gender identity or expression, and genetic information or any other category of persons protected pursuant to Florida law.

ARTICLE 26 – SURVIVAL

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.

ARTICLE 27 – AUTHORITY

PM hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 28 - COMPLIANCE WITH LAWS

PM agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations as well as applicable SBOC policies and SBOC regulations, rules, and guidelines in connection with the Services to be provided hereunder, including without limitation SBOC policy KCE, Lobbying and Ethics. SBOC agrees it shall comply with all applicable laws, codes, ordinances, permitting and regulations in connection with the Services to be provided hereunder.

ARTICLE 29 – SEVERABILITY

If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 30 - NAMES; TRADEMARKS

PM shall acquire no rights under the Agreement to, and shall not use, the name of SBOC or the name of "Orange County Public Schools" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "**SBOC Marks**") in any of PM's advertising, publicity or promotion; to express or imply any endorsement by SBOC or Orange County Public Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBOC, except as expressly permitted herein. No advertisement, publication or other use of SBOC Marks shall be published or otherwise promulgated by PM without SBOC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of the Agreement.

ARTICLE 31 - PROTECTION AND HANDLING OF DATA

Data Confidentiality- PM shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to SBOC or an individual identified with the data or information in PM's custody.

Compliance with Laws and SBOC Procedures - PM will not knowingly permit any PM's personnel to have access to any SBOC facility or any records or data of SBOC if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. PM must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. PM shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of SBOC.

PM also agrees to comply with all applicable state and federal laws, regulations, and SBOC policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, the Family Educational Records Protection Act (FERPA), Health Information Privacy and Accountability Act (HIPAA), Children's Internet Protection Act (CIPA) and the Gramm-Leach Bliley Act (GLBA).

Data Security - Vendor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise SBOC agrees to conform to the following measures to protect and secure data:

- a. **Data Transmission.** PM agrees that any and all transmission or exchange of system application data with SBOC and/or any other parties, –shall take place via secure means, e.g. HTTPS, FTPS, SFTP or equivalent means.
- b. **Data Storage and Backup.** PM agrees that any and all SBOC data will be stored, processed, and maintained solely on designated servers and that no SBOC data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the PM's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an SBOC officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by SBOC Chief Information

Security Officer for any general or specific case.

PM agrees to store all SBOC backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

c. **Data Re-Use.** PM agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of PM. As required by Federal law, PM further agrees that no SBOC data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other PMs or interested parties except on a case-by-case basis as specifically agreed to in writing by an SBOC officer with designated data, security, or signature authority.

End of Agreement Data Handling - The PM agrees that upon termination of this Agreement it shall return to SBOC all data provided by SBOC, in a useable electronic form, and erase, destroy, and render unreadable all SBOC data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of SBOC, whichever shall come first.

Data Breach - PM agrees to comply with the State of Florida Database Breach Notification Act set forth in Florida Statutes §817.5681. In the event of a breach described in Florida Statutes §817.5681 ("Notification Event"), PM will notify SBOC immediately and will comply with the requirements of Florida Statutes §817.5681. PM assumes responsibility for informing, to the extent required by applicable law, all such individuals in accordance with applicable law. PM agrees to indemnify, hold harmless and defend SBOC and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Mandatory Disclosure of Protected Information - If PM becomes compelled by law or regulation (including securities' laws) to disclose any information which applicable law requires be held confidential ("Protected Information"), then PM will provide SBOC with prompt written notice so that SBOC may seek an appropriate protective order or other remedy. If a remedy acceptable to SBOC is not obtained by the date that the PM must comply with the request, then PM will furnish only that portion of the Protected Information that it is legally required to furnish, and then PM shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

Remedies for Disclosure of Confidential Information - PM and SBOC acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage SBOC in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give SBOC the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). PM hereby waives the posting of a bond with respect to any action for injunctive relief. PM further grants SBOC the right, but not the obligation, to enforce these provisions in PM's name against any of PM's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

Safekeeping and Security - As part of the Services, PM will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by SBOC to PM's employees, agents or subcontractors, if any. PM agrees to require its employees to promptly report a lost or stolen access device or information.

Non-Disclosure - Each party is permitted to disclose the other party Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have executed written confidentiality obligations to PM and SBOC.

Request for Additional Protection - From time to time, SBOC may reasonably request that PM protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. PM has the right to reasonably decline SBOC's request.

Acceptance of Deliverables - Delivery of a Deliverable shall be deemed complete when the Deliverable shall have successfully completed the Acceptance Tests specified for such Deliverable. In the event that a Deliverable shall not satisfy the requirements of the applicable Acceptance Test, then SBOC shall deliver

purposes of this Agreement, a "response" means PM's acknowledgment of an Error, and does not necessarily mean that a resolution will be achieved.

Additional Services: PM may provide SBOC with additional support, consulting, design, implementation or other services with respect to the Software that is not priced in this agreement, but is requested in the Request for Proposal provided that SBOC pays PM for such service at an agreed upon rates.

Force Majeure: Neither party shall be responsible for failures or interruptions of communications, facilities or equipment of third parties, labor strikes or slow-downs, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, trespasser interference of third parties or similar events or circumstances beyond its reasonable control.

System Operability

PM shall guarantee an uptime of 99.99 percent and guarantee server performance and bandwidth capacity during normal business hours, except for planned outages. PM shall establish and maintain access to the Software for use by the SBOC end users. SBOC shall be responsible for providing its own Internet access. The Software shall be capable of operating on a 24 hour a day basis, 365 days per year, other than for interruptions due to planned service maintenance and upgrades and for causes beyond PM's reasonable control. PM shall provide SBOC a minimum of 10 business days' notice of any planned service maintenance or upgrades.

ARTICLE 36- NOTICE

All formal notices, proposed changes and determinations between the parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, or by reputable overnight courier, to the parties at the contact information listed below:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

Attn: Frank Gilbert
445 W Amelia St.
Orlando, FL 32801

PM

Attn: Woody Dillaha
1600 Lee Road
Winter Park, FL 32789

ARTICLE 37 – BINDING AGREEMENT

PM warrants that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate action of the part of PM (none of which actions have been modified or rescinded, and all of which actions are in full force and effect), and that this Agreement constitutes a valid and binding obligation of PM enforceable in accordance with its terms. SBOC warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action of the part of SBOC (none of which actions have been modified or rescinded, and all of which actions are in full force and effect).

It is understood that those individuals signing this Agreement have the legal authority to enter into binding Agreements on behalf of their respective entities.

IN WITNESS WHEREOF, SBOC has made and executed this Agreement and PM has made and executed this Agreement on the day and year above written.

PM, Inc.

WITNESS (PM):

By

Name & Title (Type or Print)

Date

For: Performance Matters, LLC

Authorized Representative Signature

Name & Title (Type or Print)

Date

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

ATTEST:

By: Nita A. Anderson
Nita A. Anderson 8/1/13
Name & Title (Type or Print) Date

THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA:

Michael Eugene 8/1/13
Authorized Representative Signature
Michael Eugene CEO
Name & Title (Type or Print) Date

Reviewed by: Linda Torine
Associate Superintendent 7/30/13
Name & Title (Type or Print) Date

EXHIBIT "A"

The Request for Proposal ("RFP"), PM's written Response to the RFP, negotiations held on June 14, 2013 as agreed by the parties and all documents associated with the RFP and PM's written response to the RFP shall be incorporated into this document by reference.

Products and Services:

PM shall provide all services as stated in the RFP, PM's written response to the RFP, negotiations held on June 14, 2013 as agreed by the parties, Exhibit "B", Exhibit "C" and the checklist items that are C1, C2, Yes, and UD, with the exception of items listed as "No".

PM agrees to provide the district the following:

- Student Learning Objective (SLO) module
- Rtl
- FASTe
- Integrated Scientific Calculators

Electronic Project Management

PM in collaboration with SBOC will develop an overall Project Work Plan utilizing Microsoft Project 2007. The Project Work Plan shall, when approved by both Parties, state the final plan milestones and schedule for the Project. The project plan shall be modeled after the Project Management Institute's (PMI) standards. If the Parties cannot reach agreement as to such Project Work Plan within 90 days after the Commencement Date, the matter shall be escalated in accordance with the dispute resolution process.

Assignment of Resources to each task and Deliverable.

- Identification of task dependencies.
- Monitoring of progress on each task.
- Identification of personnel and resources that are current pacing items.
- Identification of the production version of PM Software and the status of development, testing, and deployment to meet Exhibit B deliverables
- Identification of all reported SBOC faults or defects in software and the status of efforts to correct such faults or defects.
- A common repository of all Change Requests and Change Orders and a list of sections affected.
- Release Notes for each version of PM software detailing all major and minor changes from version to version.

PM shall provide periodic status and performance reports on a quarterly basis to include accounting of payments to date and remaining deliverable schedule.

Management Meetings

PM's managers and the District shall meet via phone or at 445 West Amelia Street, Orlando, FL 32801 office if requested by either party. It is expected that weekly project status meetings and monthly executive steering committee meetings will be held.

Software Acceptance Testing

All acceptance testing protocols shall at the minimum verify that the modules being tested Upon the Delivery of each software Deliverable, SBOC shall conduct tests within ten (10) business days following receipt of the applicable Deliverable in the Test Environment with requested Consultation and Assistance from PM. SBOC shall determine in accordance with the provisions of the Contract if the results of such acceptance tests are satisfactory to indicate conformity with the Product Plan and Configuration/ Specification Deliverables in all material respects. Payment will be made for PM application software by module for successful completion of acceptance testing

Release to Production

Deliverables that have passed the designated acceptance tests shall be migrated to the Production Environment in accordance with the mutually agreed upon migration procedures, provided that SBOC's Project Manager has given written approval.

Training**Development of Training Program**

PM shall design and develop a Training Plan, comprised of training curriculum and training materials for each phase of the implementations.

Training of SBOC Technical Staff

PM will provide training for SBOC Technical Staff identified in the SBOC Staffing Plan to facilitate the transfer of knowledge for operation, technical support, help desk support, and software maintenance (installation, testing, and deployment of new PM's Software Releases). Once PM has delivered the initial technical training as specified in the Training Plan approved by SBOC and within the constraints of the Level of Effort set forth in PM's RFP Proposal, SBOC will be responsible for ongoing training of technical staff.

Training District End Users

PM will provide training for SBOC End Users in accordance with the Training Plan approved by SBOC after the PM completes the "go-live" training, SBOC will assist PM to provide retraining, additional training, supplemental training, and training for new school staff in the event of employee turnover, changing job assignments.

Support

PM will provide support services for the MMR as described below:

- Multi Measure Documentation: PM will consult with OCPS to ensure that the measures, weights, rubrics, algorithms etc. are accurately documented. This will help to ensure that the embedded business rules and ETL processes produce accurate results for all OCPS educators who are evaluated through the FASTe system.
- Data Prep: The PM business analyst assigned to OCPS will work with the assigned person(s) to design or assist in the design of data files which must be treated as external measures within the evaluation system. This may include measures such as professional growth plan outcomes, professional development participation, and/or external student academic measures.
- Multi Measure Configuration: The PM Business Analyst assigned to OCPS will support in the training of OCPS assigned staff on the configuration of the OCPS multi-measure framework via the PM MM Admin tool. This includes creating the educator groupings which do not exist in any source systems and assigning the educators to the appropriate groups, associating the measures and weights which apply to those groups, and the applicable performance bands or classification measures that illustrate the educator rating.
- Student Learning Objectives Configuration: The PM Customer Relationship Manager assigned to OCPS will work with the assigned person(s) to identify the assessments which will be used to evaluate teachers. SLOs are typically supplemental to tested subjects but are expected to be used significantly in the untested areas.
- MMR Communication and Marketing; Transparency and simplicity will be critically important to OCPS as we move into 2013-14 and the results take on real impact in the form of compensation or continued employment. The PM Executive team will collaborate with OCPS to produce a communication plan which outlines the methods, measures and reasoning for the formulation of multi measure educator ratings.

Note: If services are not rendered as stated above, PM will refund the monies paid for the above services not rendered.

Exhibit "B"
Pricing

The overall payment structure is as follows:

Activity Description	Year 1	Year 2	Year 3	Year 4	Year 5
COAD	\$365,665.67	\$0.00	\$0.00	\$0.00	\$0.00
Test Element Bank	\$400,121.67	\$0.00	\$0.00	\$0.00	\$0.00
Assessment					
Delivery and					
Reporting	\$687,252.67	\$0.00	\$0.00	\$0.00	\$0.00
Start-Up Costs	\$110,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual					
Maintenance and					
Support	\$0.00	\$75,030.00	\$30,020.00	\$0.00	\$0.00
Annual					
Subscription and					
Licenses	\$0.00	\$810,000.00	\$630,000.00	\$630,000.00	\$630,000.00
TOTAL PAYMENT	<u>\$1,563,040.01</u>	<u>\$885,030.00</u>	<u>\$660,020.00</u>	<u>\$630,000.00</u>	<u>\$630,000.00</u>

The payment structure for Year 1, as determined by deliverables received and verified, is as follows:

Activity Description	Year 1			
	Infrastructure	Release 1	Release 2	Release 3
COAD	\$0.00	\$121,888.56	\$121,888.56	\$121,888.56
Test Element Bank	\$0.00	\$133,373.89	\$133,373.89	\$133,373.89
Assessment Delivery and Reporting	\$0.00	\$229,084.22	\$229,084.22	\$229,084.22
Start-Up Costs	\$110,000.00			
TOTAL PAYMENT	<u>\$110,000.00</u>	<u>\$484,346.67</u>	<u>\$484,346.67</u>	<u>\$484,346.67</u>

The remaining payments are as follows:

Activity Description	Year 2	Year 3	Year 4	Year 5
Annual Maintenance and Support	\$75,030.00	\$30,020.00	\$0.00	\$0.00
Annual Subscription and Licenses	\$810,000.00	\$630,000.00	\$630,000.00	\$630,000.00
TOTAL PAYMENT	<u>\$885,030.00</u>	<u>\$660,020.00</u>	<u>\$630,000.00</u>	<u>\$630,000.00</u>

Support:

Year One - \$125,000

Optional

Year Two through Five - \$25,000 each year

First year payment to be: Year One and Year Two = \$150,000

Additional Training

Training @ \$1500 per day per 20 participants

Additional Professional Consulting would be covered under these rates provided for in the RFP response:

Hourly Rate for After Project Implementation:

Senior Management	\$195.00
Mid-level Management	\$145.00
Entry Level Management	\$95.00
Programmer	\$145.00
System Engineer	\$95.00

Exhibit C
Deliverables

Release 1

Deliverable	Portion
Rosters pulled in from EDW	Assessment Delivery and Reporting
Edusoft Test data pulled (benchmark overall score by student and reporting category)	Assessment Delivery and Reporting
State test data pulled from EDW 3-5 years or as available from the district (FCAT, EOC, CELLA, FAIR, PERT, PSAT, ITBS)	Assessment Delivery and Reporting
Successfully integrate with OCPS Active Directory	Assessment Delivery and Reporting
ADMS OCPS Production site running	Assessment Delivery and Reporting
Scanning ready and tested (load tested and reported on plan and results)	Assessment Delivery and Reporting
OLA ready and tested (load tested and reported on plan and results)	Assessment Delivery and Reporting
PD delivered to district staff (assessment and reporting) [trained by August 1]	Assessment Delivery and Reporting
PD online and in person = 90% of Test Coordinators ready for Benchmark T1 (assessment and reporting) [trained by August 16th]	Assessment Delivery and Reporting
Support for users available according to agreed hours (7-5:30 EST) and SLAs in the presentation booklet by PM	Assessment Delivery and Reporting
Access to all canned reports (Pages 63-68 of Initial Proposal) for which data has been provided	Assessment Delivery and Reporting
Standards imported into the system (NG-SSS, Common Core)	Test Element Bank
Basic authoring of tests in WYSIWYG editor including mathematical notation available for users	COAD
Benchmark 1 assessments brought in from CORE ECS QTI 2.0 provided the data is delivered by the first week in July (Commitment to REL 1 is subject to QA review by OCPS and PM)	Test Element Bank
Round 1 mini-Assessments brought in from Core ECS QTI 2.0 provided the data is delivered by the first week in July (Commitment to REL 1 is subject to QA review by OCPS and PM)	Test Element Bank
PD Principals will be able to hold data meeting where their instructional leaders have pulled data for State Assessments, Benchmarks and Current Enrollment.	Assessment Delivery and Reporting
Display data from EDW 3-5 years or as available from district (FCAT, EOC, CELLA, FAIR, PERT, PSAT, ITBS) through canned reports	Assessment Delivery and Reporting
Project plan completed and approved (COAD)	COAD
Project plan completed and approved (Test element bank)	Test Element Bank
Project plan completed and approved (Assessment Delivery and Reporting)	Assessment Delivery and Reporting
Organization of test heirarchy for lockers (current iteration)	Assessment Delivery and Reporting

Release 2

Deliverable	Portion
Authoring and Reviewing Items/Tests	COAD
items and elements authored in the Test element bank	Test Element Bank
Able to access Test elements to author tests	Test Element Bank
Test has been delivered successfully online	Assessment Delivery and Reporting
Test has been delivered successfully using printed answer sheets	Assessment Delivery and Reporting
Printed answer sheets have been successfully scanned and scored by ADMS	Assessment Delivery and Reporting
PD delivered to district staff (COAD)	COAD
PD delivered online and in person (COAD)	COAD
Ability to add a test blueprint implemented [February]	COAD
Ability to add a course scope and sequence [February]	COAD
Ability to set item specifications in a blueprint [February]	COAD
Rank order questions as described in the RFP available for COAD [February]	COAD
Matching questions as described in the RFP available for COAD [February]	COAD
Matrix item type questions as described in the RFP available for COAD (not survey related) [February]	COAD
PD delivered to school staff (assessment and reporting)	Assessment Delivery and Reporting
Haladyna report available	Assessment Delivery and Reporting
Import and maintainance of all test item banks purchased prior to 1 month of the Release 2 date in an agreed upon format (If QTI 2.1)	Test Element Bank
Remaining benchmark assessments brought in from CORE ECS QTI 2.0 [due three weeks before test dates]	Test Element Bank
Remaining mini-Assessments brought in from Core ECS QTI 2.0 [due three weeks before test dates]	Test Element Bank
OCPS agreed upon Organization of test heirarchy for lockers	Assessment Delivery and Reporting
State test data pulled from EDW 3-5 years or as available from the district (Aprenda)	Assessment Delivery and Reporting
Display data from EDW 3-5 years or as available from district (Aprenda) through canned reports	Assessment Delivery and Reporting
Standards imported into the system (CTE)	Test Element Bank
Integrated scientific calculator [by the end of 1st 9 wks]	Assessment Delivery and Reporting
Scan sheets available for art course scoring available and tested [sept 1]	Assessment Delivery and Reporting
Load tested and reported on plan and results (all new COAD components for this release)	COAD
Load tested and reported on plan and results (all new Test Element Bank components for this release)	Test Element Bank
Load tested and reported on plan and results (all new Assessment Delivery and Reporting components for this release)	Assessment Delivery and Reporting

Release 3

Deliverable	Portion
Work flow for managing Authoring and Reviewing (1 district leader can manage 400 courses)	COAD
Order of instruction able to be uploaded	Test Element Bank
Test elements able to be tagged by Order of instruction and Standards	Test Element Bank
Adaptive testing project plan developed and approved (Assessment Delivery and Reporting)	Assessment Delivery and Reporting
Adaptive testing project plan developed and approved (COAD)	COAD
Administered EOCs successfully	Assessment Delivery and Reporting
Bring in test element data from EOC consortia and DOE	Test Element Bank
Feeding EOC data to the EDW	Assessment Delivery and Reporting
iPad available for testing administration	Assessment Delivery and Reporting
PD delivered to school staff (COAD)	COAD
Standards unpacked in the system (OCPS customized curriculum, more discrete, provided electronically by OCPS)	Test Element Bank
Multimedia files able to be uploaded/scanned into the system	Assessment Delivery and Reporting
Ability to view multimedia files in the system	Assessment Delivery and Reporting
Ability to score multimedia files in the system	Assessment Delivery and Reporting
Load tested and reported on plan and results (all new COAD components for this release)	COAD
Load tested and reported on plan and results (all new Test Element Bank components for this release)	Test Element Bank
Load tested and reported on plan and results (all new Assessment Delivery and Reporting components for this release)	Assessment Delivery and Reporting
Fill in the blank questions as described in the RFP available for COAD	COAD

Infrastructure

Deliverable
Access to login to the OCPS test environment

Certificate Of Completion

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Subject: Performance Matters 2-276664-01: Unify

Source Envelope:

Document Pages: 32

Signatures: 11

Certificate Pages: 7

Initials: 4

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Gary Appenfeller

2601 Bransford Ave

Nashville, TN 37204

gary.appenfeller@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

12/8/2016 1:06:25 PM

Holder: Gary Appenfeller

gary.appenfeller@mnps.org

Location: DocuSign

Signer Events

Woody Dillaha

woody.dillaha@performancematters.com

President & Cofounder

Security Level: Email, Account Authentication
(None)

Signature

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Gary Appenfeller

gary.appenfeller@mnps.org

Director of Purchasing

Metro Nashville Public Schools

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Toni Russell

toni.russell@mnps.org

Security Level: Email, Account Authentication
(None)

DS


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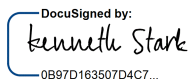
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Kenneth Stark

kenneth.stark@mnps.org

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<p>Sally Palmer</p> <p>sally.palmer@nashville.gov</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/21/2016 1:11:00 PM ID: 043c682a-0e4c-41f9-b404-ff8381f2920e</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 12/21/2016 11:33:27 AM</p> <p>Viewed: 12/21/2016 1:11:00 PM</p> <p>Signed: 12/21/2016 1:18:05 PM</p>
<p>Balogun Cobb</p> <p>Balogun.cobb@nashville.gov</p> <p>Insurance Division Manager</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/16/2013 9:15:56 AM ID: f09ba54f-35ed-45e3-b42c-7144f4e60a8d</p>	<p>DocuSigned by: <i>Balogun Cobb</i> 68804BF12FD741C...</p> <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 12/21/2016 1:18:09 PM</p> <p>Viewed: 12/21/2016 2:22:38 PM</p> <p>Signed: 12/21/2016 3:24:03 PM</p>
<p>Mark Murray, Legal</p> <p>mark.murray@nashville.gov</p> <p>Metropolitan Attorney</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/22/2016 9:31:40 AM ID: 63e774a7-308e-4eaf-b0cf-c562a747a2b8</p>	<p>DocuSigned by: <i>Mark Murray, Legal</i> 1B21AEBa8B1A49C...</p> <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 12/21/2016 3:24:08 PM</p> <p>Viewed: 12/22/2016 9:31:40 AM</p> <p>Signed: 12/22/2016 9:32:16 AM</p>
<p>Shannon Hall</p> <p>Marlene.fuller@nashville.gov</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/22/2016 10:06:34 AM ID: 1d4438c4-5daf-4ad5-b1b6-ce61d54f7a5d</p>	<p>DocuSigned by: <i>Shannon Hall</i> B83BA246DAE84D6...</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 12/22/2016 9:32:20 AM</p> <p>Viewed: 12/22/2016 9:38:05 AM</p> <p>Signed: 12/22/2016 10:06:53 AM</p>

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Carbon Copy Events		Status	Timestamp
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Electronic Record and Signature Disclosure			

CONSUMER DISCLOSURE

From time to time, Metro Nashville Public Schools (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Metro Nashville Public Schools:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gary.appenfelder@mnps.org

To advise Metro Nashville Public Schools of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gary.appenfelder@mnps.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Metro Nashville Public Schools

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Metro Nashville Public Schools

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Metro Nashville Public Schools as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Metro Nashville Public Schools during the course of my relationship with you.

BOARD OF EDUCATION

CONTRACT AMENDMENT SUMMARY

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance

Contract Number: 2-276664-01A1
Start Date: 11/30/2016 End Date: 6/30/2019

Contractor: Performance Matters LLC
Address: Scottsdale, AZ

PURPOSE OF CONTRACT: First amendment to the contract, removing the option for full district access in FY17.

DOES THIS AMENDMENT REQUIRE FUNDS AUTHORIZATION BY THE MBPE?

NO

Board Approval Date: N/A

IS THIS CONTRACT WITH A FEDERAL, STATE, OR PUBLIC AGENCY: INTERGOVERNMENTAL CONTRACT?

NO

IS THIS A REVENUE CONTRACT (BOARD OF EDUCATION WILL RECEIVE FUNDS)?

NO

GRANT SUMMARY (IF APPLICABLE)

Grant Name: _____

Amount expected to receive: \$ _____

Business unit to which it will be deposited: _____

Are matching funds required? YES/NO

If yes, amount of obligation: \$ _____

If yes, specify fund that is being obligated: _____

IF AMENDMENT: Additional funding obligated: \$ 0.00

Account number: N/A

Fund number: N/A

DS
GG

DS
CW

MNPS Contact Person: Paul Chngas
Phone Number: 615-259-8425

Contract Agent: Gary Appenfelder
Phone Number: 615-259-8533

**AMENDMENT NUMBER 1 TO
METROPOLITAN BOARD OF PUBLIC EDUCATION CONTRACT
WITH
PERFORMANCE MATTERS LLC
FOR
PURCHASE OF PROFESSIONAL SERVICES**

This amendment is entered into by and between the **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education** ("MBPE" or "MNPS") and **Performance Matters LLC** ("Contractor").

W I T N E S S E T H

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement filed with the Metro Clerk's Office on December 22, 2016, MBPE Contract Number 2-276664-01, hereinafter the "Contract", the parties hereby agree as set forth below.

1. Effective April 3, 2017, Exhibit C (attached hereto) is hereby appended to and made a part of the Contract.
2. Subject to the modifications set forth in this Amendment, the above-referenced Contract between the parties is hereby ratified and confirmed.
3. This Amendment shall not be binding upon the parties until it has been signed first by the authorized representatives of Contractor, by the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

Contract Number: 2-276664-01A1

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY BY
AND THROUGH THE METROPOLITAN
BOARD OF PUBLIC EDUCATION:**

APPROVED:

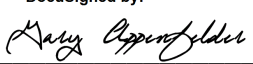
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Chair, MBPE

RECOMMENDED:


DocuSigned by:

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Department Head, MNPS

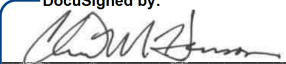
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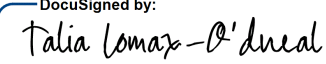
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3969113350284FA...
Executive Staff Member, MNPS

**APPROVED AS TO AVAILABILITY OF
FUNDS:** 
N/A

Account Number

DocuSigned by:

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Chief Financial Officer, MNPS

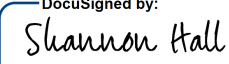
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Metropolitan Director of Finance

APPROVED AS TO FORM AND LEGALITY:


DocuSigned by:

1B21AEBAB1A49C...
Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

DocuSigned by:

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Date Filed: 5/10/2017

PERFORMANCE MATTERS LLC:

By: 
6BC9927658A8478...
Name: woody Dillaha
Title: President and Co-founder



Service Change Request ("SCR")

Performance Matters LLC ("PM") a Utah limited liability company, located at: 7730 South Union Park Avenue, Suite 500 Sandy, Utah 84047		Metropolitan Nashville Public Schools ("Customer") located at: 2601 Bransford Avenue Nashville, TN 37204	
SCR Effective Date	April 3, 2017	SCR Number	In97275
PM contact:	Dr. Roderick Sams	Client contact:	

Effective on the SCR Effective Date, this SCR is incorporated by this reference into the Subscription, Services and Hosting Agreement dated 12/22/2016 ("Agreement") by and between the parties and is governed by the terms and provisions of that Agreement. Except as amended or supplemented by this SCR, the terms and conditions of the Agreement remain in full force and effect.

1. The Payment Remittance Address is 8860 East Chaparral Road, Suite 100, Scottsdale, AZ 85250. All payments should be directed to Accounts Receivable at this address. Any billing questions may be sent via email to <accounting@performancematters.com>.

Description of SCR Change to Agreement:

The following item is to be removed from the contract:

Performance Matters Solutions – January 1, 2017 – June 30, 2017 6 months	Cost	Due
Software: Unify Analytics: 81,000 students	\$60,750.00	Net 30

Pricing Terms

- Pricing reflects current Performance Matters pricing. Pricing is valid until June 30, 2017.
- Performance Matters software license fees are due annually Net 30 of the beginning of the annual term
- Performance Matters services fees are due upon completion of delivery milestones established upon contract.
- Performance Matters Training Fees are due Net 30 at the beginning of the annual term.

Accepted and Agreed as of SCR Effective Date.

Metropolitan Nashville Public Schools		Performance Matters LLC	
Signed:		Signed:	
Name:	Gary Appenfelder	Name:	
Title:	Director of Purchasing	Title:	
Date:	4/4/2017	Date:	

Certificate Of Completion

Envelope Id: 9DBF09D4B79C4AB19FA52F50AAB41F0F	Status: Completed
Subject: Performance Matters 2-276664-01A1: remove full district option for FY17	
Source Envelope:	
Document Pages: 4	Signatures: 10
Supplemental Document Pages: 0	Initials: 3
Certificate Pages: 7	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gary Appenfeller
Time Zone: (UTC-06:00) Central Time (US & Canada)	2601 Bransford Ave
	Nashville, TN 37204
	gary.appenfeller@mnps.org
	IP Address: 96.4.9.1

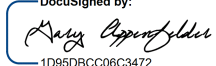
Record Tracking

Status: Original	Holder: Gary Appenfeller	Location: DocuSign
4/4/2017 1:10:10 PM	gary.appenfeller@mnps.org	

Signer Events

Gary Appenfeller
gary.appenfeller@mnps.org
Director of Purchasing
Metro Nashville Public Schools
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

DocuSigned by:

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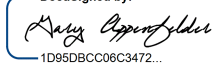
Woody Dillaha
woody.dillaha@performancematters.com
President and Co-founder
Performance Matters, LLC
Security Level: Email, Account Authentication (None)
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Signed: 5/2/2017 1:58:52 PM

Gary Appenfeller
gary.appenfeller@mnps.org
Director of Purchasing
Metro Nashville Public Schools
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
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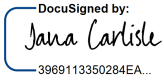

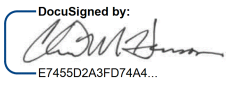
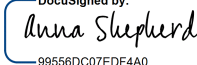

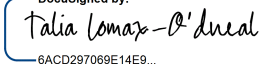
Paul Changas
paul.changas@mnps.org
Security Level: Email, Account Authentication (None)

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<p>Glenda Gregory Glenda.gregory@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/3/2013 10:38:22 AM ID: 7aab87f9-6f08-4aa4-9d95-b16b2beb02a7</p>	<p>DS  E7455D2A3FD74A4...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 5/8/2017 12:56:04 PM Viewed: 5/9/2017 8:03:01 AM Signed: 5/9/2017 8:03:10 AM</p>
<p>Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/6/2013 8:41:36 PM ID: 51a69a5d-a0b4-4155-bc59-1cfd0c183010</p>	<p>DocuSigned by:  E7455D2A3FD74A4...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 5/9/2017 8:03:12 AM Viewed: 5/9/2017 8:46:42 AM Signed: 5/9/2017 8:47:24 AM</p>
<p>Anna Shepherd cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/9/2017 2:52:13 PM ID: bcb487b5-c617-4945-9400-d908cdbb4141</p>	<p>DocuSigned by:  99556DC07EDF4A0...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 5/9/2017 8:47:27 AM Viewed: 5/9/2017 2:52:13 PM Signed: 5/9/2017 2:52:21 PM</p>
<p>Chinita White chinita.white@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/18/2013 11:18:21 AM ID: 46dcd694-ee3f-43ce-8974-163755b4219c</p>	<p>DS  E7455D2A3FD74A4...</p> <p>Using IP Address: 170.190.198.190</p>	<p>Sent: 5/9/2017 2:52:24 PM Viewed: 5/9/2017 3:08:04 PM Signed: 5/9/2017 3:08:25 PM</p>
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<p>Mark Murray, Legal mark.murray@nashville.gov Metropolitan Attorney Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/10/2017 12:00:24 PM ID: 7753f296-34db-4839-a014-d8e4c459195a</p>	<p>DocuSigned by: <i>Mark Murray, Legal</i> 1B21AEB8B1A49C...</p> <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 5/10/2017 8:17:34 AM Viewed: 5/10/2017 12:00:24 PM Signed: 5/10/2017 12:00:36 PM</p>
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Peggy Winstead peggy.winstead@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/17/2015 8:25:54 AM ID: 5a3940c8-e8fe-4588-91fb-30986b17d51b</p>	<p>COPIED</p>	<p>Sent: 5/9/2017 8:03:12 AM</p>
<p>Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/10/2017 8:11:15 AM ID: 1e6e7e66-e7dd-4d31-921b-5821ab0f7ac1</p>	<p>COPIED</p>	<p>Sent: 5/10/2017 12:00:39 PM</p>
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/10/2017 12:00:39 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	5/10/2017 12:09:33 PM
Signing Complete	Security Checked	5/10/2017 12:09:41 PM
Completed	Security Checked	5/10/2017 12:09:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Metro Nashville Public Schools (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Metro Nashville Public Schools:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gary.appenfelder@mnps.org

To advise Metro Nashville Public Schools of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gary.appenfelder@mnps.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Metro Nashville Public Schools

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Metro Nashville Public Schools

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Metro Nashville Public Schools as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Metro Nashville Public Schools during the course of my relationship with you.



BOARD OF EDUCATION AMENDMENT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance

Contract Number: 2-276664-01A2

Contractor: Performance Matters

6/27/2018

Sourcing Method: Piggy-Back The School Board of Orange County, FL (RFP #1304078)

Start Date: ~~6/13/2018~~ End Date: 6/30/2019

Address: 8860 E. Chaparral Road, Suite 100

City: Scottsdale

State: AZ

Zip: 85250

Supplier Number: 276664

Supplier Email: legal@performancematters.com

PURPOSE OF CONTRACT:

Amendment #2 to extend the contract term to June 30, 2019 and increase compensation by \$411,000 to reach a new not to exceed value of \$1,005,275. Contract is for Contractor's Unify platform for student assessments and analysis.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes**

Board Approval Date: ~~6/12/2018~~ 6/26/2018

Is this an Intergovernmental Contract? **No**

Is this a Revenue contract (Board of Education will receive funds)? **No**

Is there DBE Participation? **No**

Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV

Value of DBE Participation: \$

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive: \$

Business unit to which it will be deposited:

Are matching funds required? **No**

If yes, amount of obligation: \$

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

The additional funding obligated by the amendment: \$ \$411,000

The not to exceed contract value is: \$1,005,275.00

BUDGET INFORMATION:

Account number: 80101055.502229.2170910

Fund number: 35131

GP GG RS

MNPS Contact Person: Paul Chagas

Phone Number: (615) 259-8425

Contract Agent: Kevin Edwards

Phone Number: 615-259-8548

**AMENDMENT NUMBER 2 TO
METROPOLITAN BOARD OF PUBLIC EDUCATION CONTRACT
WITH
PERFORMANCE MATTERS LLC
FOR
PURCHASE OF PROFESSIONAL SERVICES**

This amendment is entered into by and between the **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education** ("MBPE" or "MNPS") and **Performance Matters LLC**, 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ 85250 ("Contractor").

W I T N E S S E T H

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement filed with the Metro Clerk's Office on December 22, 2016, MBPE Contract 2-276664-01 and its Amendments, collectively hereinafter the "Contract", the parties hereby agree as set forth below.

1. Section 3 a) of the Contract has been removed and replaced with the following:

The Contract term will begin November 30, 2016 and end June 30, 2019.

2. The total compensation in Section 5 e) of the Contract has been increased by \$411,000 to reach a new not to exceed total of \$1,005,275. Therefore, Section 5 e) has been removed and replaced with the following:

Total compensation for this Contract shall not exceed \$1,005,275.

3. Subject to the modifications set forth in this Amendment, the above-referenced Contract between the parties is hereby ratified and confirmed.
4. This Amendment shall not be binding upon the parties until it has been signed first by the authorized representatives of Contractor, by the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

Contract Number: 2-276664-01A2

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND
THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:**

APPROVED:

Anna Shepherd
MBPE Board Chair

David Briley RR
Mayor

RECOMMENDED:

Jeff Gossage
Director of Procurement

Paul Changas
Department Head

N/A
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: 80101055.502229.2170910 GP GG

[Signature]
Chief Operating Officer

Talia Lomax-O'Dneal RS
Metropolitan Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Carly Elliott
Metropolitan Attorney

CONTRACTOR:

PeopleAdmin, Inc.
Firm/Organization

John H. Blaha
Signature

John H. Blaha
Name

CEO
Title

5/15/2018 | 12:02 PM CDT
Date





**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Elizabeth Waites
Metropolitan Clerk

7/11/2018 | 7:35 AM CDT
Date Filed

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Kevin Edwards kevin.edwards@mnps.org Contracting Agent Metro Nashville Public Schools Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 96.4.9.1	Sent: 5/16/2018 3:47:23 PM Viewed: 6/13/2018 6:59:53 AM Signed: 6/13/2018 6:59:55 AM
Kevin Edwards kevin.edwards@mnps.org Contracting Agent Metro Nashville Public Schools Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 96.4.9.1	Sent: 6/13/2018 9:09:20 AM Viewed: 6/27/2018 8:15:01 AM Signed: 6/27/2018 8:15:29 AM
Kevin Edwards kevin.edwards@mnps.org Contracting Agent Metro Nashville Public Schools Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 96.4.9.1	Sent: 6/27/2018 8:18:50 AM Viewed: 6/27/2018 8:19:00 AM Signed: 6/27/2018 8:19:03 AM
Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Using IP Address: 107.77.233.140 Signed using mobile	Sent: 6/13/2018 6:59:56 AM Resent: 6/27/2018 8:15:31 AM Resent: 6/27/2018 8:19:05 AM Viewed: 6/13/2018 8:44:03 AM Signed: 6/27/2018 8:56:03 AM
Anna Shepherd cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Using IP Address: 96.4.9.1	Sent: 6/27/2018 8:56:05 AM Viewed: 6/27/2018 10:51:38 AM Signed: 6/27/2018 10:51:46 AM
Richard Swiger Richard.Swiger@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Using IP Address: 170.190.198.190	Sent: 6/27/2018 10:51:48 AM Viewed: 6/29/2018 9:30:49 AM Signed: 6/29/2018 9:36:27 AM
Talia Lomax-O'dneal donna.foster@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Using IP Address: 170.190.198.100	Sent: 6/29/2018 9:36:29 AM Viewed: 6/29/2018 9:47:45 AM Signed: 6/29/2018 9:48:40 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 6/29/2018 9:48:43 AM Viewed: 6/29/2018 3:25:46 PM Signed: 6/29/2018 3:29:39 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carly Elliott carly.elliott@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.144	Sent: 6/29/2018 3:29:41 PM Viewed: 7/10/2018 9:21:41 AM Signed: 7/10/2018 9:21:51 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Richard Riebeling richard.riebeling@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 7/10/2018 9:21:55 AM Viewed: 7/10/2018 9:22:52 AM Signed: 7/10/2018 9:23:01 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
David Briley david.briley@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 7/10/2018 9:23:03 AM Viewed: 7/10/2018 4:52:04 PM Signed: 7/10/2018 4:52:18 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Elizabeth Waites Marlene.fuller@nashville.gov Metropolitan clerk Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 7/10/2018 4:52:21 PM Viewed: 7/11/2018 7:35:47 AM Signed: 7/11/2018 7:35:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/10/2018 9:21:54 AM
Jackie Taylor jackie.taylor@mnps.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/11/2018 7:35:57 AM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2018 7:35:57 AM
Certified Delivered	Security Checked	7/11/2018 7:35:57 AM
Signing Complete	Security Checked	7/11/2018 7:35:57 AM
Completed	Security Checked	7/11/2018 7:35:57 AM

Payment Events	Status	Timestamps
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BOARD OF EDUCATION CONTRACT SUMMARY

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance

Contract Number: 2-276664-00
Start Date: 11/30/2016 End Date: 6/30/2019

Contractor: Performance Matters LLC
Address: Scottsdale, AZ

PURPOSE OF CONTRACT: Contractor-hosted web-based software platform for managing and scheduling professional development, and employee growth management.

DOES THIS CONTRACT/AMENDMENT REQUIRE FUNDS AUTHORIZATION BY THE MBPE?

YES

Board Approval Date: 11/29/2016

IS THIS CONTRACT WITH A FEDERAL, STATE, OR PUBLIC AGENCY: INTERGOVERNMENTAL
CONTRACT?

NO

IS THIS A REVENUE CONTRACT (BOARD OF EDUCATION WILL RECEIVE FUNDS)?

NO

GRANT SUMMARY (IF APPLICABLE)

Grant Name: _____

Amount expected to receive: \$ _____

Business unit to which it will be deposited: _____

Are matching funds required? YES/NO

If yes, amount of obligation: \$ _____

If yes, specify fund that is being obligated: _____

IF CONTRACT: Amount obligated for current fiscal year: \$ 0 (FY 2016-2017)
\$ 845,651 (future years)

Account number: 80101655.502229.2203910

Fund number: 35131

DS
GG

DS
CW

Contract Agent: Gary Appenfeller
Phone Number: 615-259-8533

CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND
THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION
AND
PERFORMANCE MATTERS LLC
FOR
PURCHASE OF SERVICES

This contract ("Contract") is entered into by and between **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education** ("MBPE" or "MNPS") and **Performance Matters LLC**, 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ 85250 ("Contractor"). This Contract consists of the following:

- a) This document
- b) Exhibit A: *Pricing*,
- c) Exhibit B: Contract between Shelby County Public Schools and TrueNorthLogic (Performance Matters) dated June 30, 2016.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) any properly executed amendment or change order to this Contract, (most recent with first priority),
- b) this document (including Exhibit A),
- c) Exhibit B.

1. Terms and Conditions. In addition to the terms listed in this document, the terms in Exhibit B apply and are incorporated by reference into this contract unless there is a conflict of terms. In the event of any such conflict, the terms of this document shall prevail.

2. Duties and Responsibilities of Contractor.

- a) Contractor agrees to provide MNPS and MNPS-identified authorized users ("Authorized Users") a subscription that includes access to and usage of a Contractor-hosted, MNPS-branded website on the internet (the "Site") and Contractor's internet-based K-12 professional growth and data management products ("Products") as described in Exhibit A. The Site will include certain proprietary software and Products of Contractor and will contain certain content and data entered by MNPS. Contractor will provide ongoing support and maintenance services for the Site and Products, including application software required to support the Products and enhancements when generally made available. In conjunction with the subscription, Contractor will also provide (a) Implementation Services, (b) Hosting Services, (c) Software and Products, and (d) Training Services, each as set forth in detail in Exhibit A. Contractor will provide MNPS access to and a limited license to use the Products and proprietary software for the number of users, the subscription term and at the cost specified in Exhibit A. All Software licenses are non-exclusive and non-transferable, and shall terminate on the same date as this Contract.

- b) Contractor will provide MNPS with specific data formatting and content requirements for the MNPS Data that will be imported onto Contractor's platform (the "Data Import Requirements"). MNPS will provide Contractor with all employees and other authorized user information at its own expense and in the format set forth in Data Import Requirements to perform the Implementation Services. MNPS is responsible for insuring that the MNPS Data to be imported complies with the Data Import Requirements. In the event MNPS' implementation requires Contractor to process custom import files that differ from the Data Import Requirements, additional charges will apply and will be itemized in an SCR for approval by the parties prior to import services being performed.
- c) Services provided under this Contract will be ordered and supplied on an as needed basis only. Nothing in this Contract shall be construed as a minimum guarantee of services to be ordered from Contractor.

3. Term.

- a) The term of this Contract will begin November 30, 2016 and end June 30, 2019 ("Initial Term").
- b) The term of this Contract may be extended by mutual agreement between the parties and execution of an Amendment to this Contract in accordance with section 25 herein.
- c) In no event shall the term of this Contract exceed five (5) years.

4. Delivery/Commencement of Services. Commencement of services under this Contract will begin at a date within the Term of this Contract and as mutually agreed upon by the parties. All delivery of services shall be made pursuant to a written purchase order issued by MNPS, which assumes no liability for any services delivered without such purchase order.

5. Compensation.

- a) Contractor shall to be paid at the fees and rates contained in Exhibit A, based upon the following schedule of payments and receipt of invoice.
 - i) \$118,060 upon start of System Setup and Configuration,
 - ii) \$29,515 upon completion of Site Implementation and successful MNPS acceptance testing (testing methodology to be mutually agreed upon,
 - iii) First year annual subscription fees upon completion of Site Implementation and successful MNPS acceptance testing, based on the actual number of employees/observers determined by MNPS and calculated as follows:
 - 1) \$11.66 per employee for PD Management System,
 - 2) \$17.83 per employee for Evaluation,
 - 3) \$105 per observer for Calibration,
- b) The Subscription Fees defined in section 5.a)iii) above shall be payable annually upon the anniversary of the first year subscription fees payment, recalculated based on any changes to the actual numbers of employees and/or observers. The subscription fees may increase a maximum of 3% annually at the expiration of the Initial Term.

- c) Invoices are to be submitted to the MNPS Director of Talent Management, Department of Human Resources for review and approval. Payment of invoices may be withheld if documentation is not sufficient. Payment will be authorized only for the approved portion of each invoice. MNPS may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as MNPS may require.
- d) There will be no other charges or fees for the performance of this Contract. MNPS will make payments within 30 days of receipt of invoice.
- e) Total compensation for this Contract shall not exceed \$845,651 unless adjusted by Amendment to this Contract.

6. Contractor Performance Evaluation.

- a) The MNPS Director of Talent Management, Department of Human Resources will be responsible for performing and documenting Contractor's performance evaluation during the term of this Contract.
- b) Contractor performance will be evaluated based on:
 - i) Timeliness and effectiveness of initial system implementation
 - ii) Ease of use and effectiveness of the system functional features
 - iii) Responsiveness to issues and customer support.

7. MNPS Right to Inspect. MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

8. Taxes. MNPS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

9. License.

- a) Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained. Contractor grants to MNPS a limited, non-exclusive, non-transferable license to access and use software and Product(s) for the number of users and for the subscription term specified in Exhibit A. This license is solely for MNPS' internal educational and training purposes.
- b) MNPS represents and warrants that MNPS has appropriate rights to any data and content MNPS uploads or enters into the Site or a Product ("Customer Data"). Contractor will adopt, implement and maintain commercially reasonable security measures and procedures (including, firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis.

10. Copyright, Trademark, Service Mark, or Patent Infringement.

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent.

Contractor shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MNPS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the Metropolitan Council.

- b) If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - i) Procure for MNPS the right to continue using the products or services, or
 - ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or
 - iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option b.iii. until Contractor and MNPS have determined that options b) i) and b) ii) are impractical.
- c) Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:
 - i) The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or
 - ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or
 - iii) The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

11. Termination for Breach. Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate this Contract if the breaching party has not corrected the cause of the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach by the other party. It shall also be considered a breach of Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days. Contractor may temporarily suspend the Service or remove the applicable MNPS Data, or both, if Contractor in good faith believes that MNPS has violated any Applicable Law as part of using Contractor's System.

12. Termination for Funding. In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MNPS may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice;

or (2) continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract. If MNPS terminates this Contract due to lack of funding, MNPS agrees not to acquire similar services from a third party for the remainder of the Term of the Contract.

- 13. Termination for Convenience.** MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS' exercise of its right to terminate for convenience.
- 14. Effect of Termination.** Upon termination or expiration of this Contract, (a) Contractor will end MNPS' Subscription, and terminate MNPS' access to the Site, Services, Products, and related software, (b) MNPS will immediately pay any fees due and owing prior to the termination date, and (c) upon written request of MNPS, Contractor will make the Site and any Product available for MNPS to export MNPS data for 60 days after termination.
- 15. Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 16. Notices and Designation of Agent for Service of Process.** Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MNPS notices listed below.
- a) All other notices to MNPS shall be mailed or hand delivered to:
- | | |
|-----------------|--|
| Department: | Purchasing |
| Attention: | Director of Purchasing |
| Address: | 2601 Bransford Avenue
Nashville, TN 37204 |
| Phone: | (615) 259-8400 |
| E-mail address: | purchasing@mnps.org |
- b) Notices to Contractor shall be sent to:
- | | |
|-----------------|--|
| Contractor: | Performance Matters LLC |
| Address: | 7730 Union Park Avenue, Suite 500
Sandy, UT 84047 |
| Phone: | () |
| E-mail address: | legal@performancematters.com |
- c) Contractor's Federal Tax ID # 87-0647151.

- 17. Maintenance of Records.** Contractor shall maintain documentation for all charges against MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- 18. Insurance.** During the term of this Contract, Contractor shall maintain comprehensive general liability insurance, automobile liability insurance, and, if necessary, commercial umbrella insurance, each with limits not less than one million dollars (\$1,000,000.00), each occurrence. The METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 shall be included as an additional insured on the comprehensive general liability policy. Commercial general liability shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than five hundred thousand dollars (\$500,000). A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. **Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.**
- MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A. § 29-20-101, *et seq.*, and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.
- 19. School District Statutory Immunity.** Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 *et seq.*, and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.
- 20. Contingent Fees.** Contractor hereby represents that Contractor has not been retained, or retained any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.
- 21. Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.

- 22. Non-Discrimination.** It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS' contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS' Contractors. Accordingly, all Contractors entering into contracts with MNPS shall, upon request, be required to show proof of such non-discrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 23. Compliance with the Americans with Disabilities Act.** Contractor will provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including hiring or employment practices. The Contractor will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.
- 24. Entire Contract.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- 25. Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 26. Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of MNPS and the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

Contract Number: 2- -00

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:

APPROVED:

DocuSigned by:


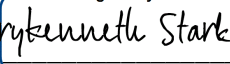
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 Chair, MBPE


FILED IN THE OFFICE OF THE METROPOLITAN CLERK:


DocuSigned by:

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 Date Filed: 1/4/2017


RECOMMENDED:

DocuSigned by:  DocuSigned by:  DS
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 Department Head, MNPS

DocuSigned by:

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 Director of Purchasing, MNPS

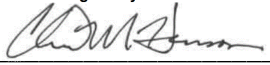
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 Executive Staff Member, MNPS

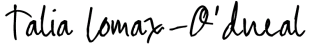
PERFORMANCE MATTERS LLC:

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 By: Woody Dillaha
 Name: Woody Dillaha
 Title: President & Cofounder

APPROVED AS TO AVAILABILITY OF FUNDS:

80101655.502229.2203910 DS
 GG
 Account Number

DocuSigned by:

 E7466D2A3FD74A4...
 Chief Financial Officer, MNPS


DocuSigned by:

 6ACD297069E1459...
 Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

DocuSigned by:

 68804BE12FD741C...
 Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

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 Metropolitan Attorney

TRUENOR-02

KHADTAREPR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Transportation Insurance Company	
	INSURER B: Continental Casualty Company	
	INSURER C: American Casualty Company of Reading, PA	
	INSURER D: INSURER E: INSURER F:	

INSURED Performance Matters LLC 7730 South Union Park Avenue Suite #500, 5th Floor Sandy, UT 84047	NAIC #
	20494
	20443
	20427

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		B 6011429914	04/30/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B 6011429914	04/30/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B 601145358	04/30/2016	01/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC611430013	04/30/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Metropolitan Nashville Public Schools is included as an Additional Insured as respects to General Liability when required by written contract

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Nashville Public Schools 2601 Bransford Avenue Nashville, TN 37204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT A**FEES, IMPLEMENTATION REQUIREMENTS and PRICING****District Pricing Summary:**

- a. Standard system concurrency user rate is 10% of all portal users.
- b. The Products are provided with “AS IS” functionality available on the Effective Date of this Agreement.
- c. No custom work is included in the listed price.

1. **SITE IMPLEMENTATION FEES.** The Site Implementation Fees are based on the standard hours required by PM to perform the Baseline Site setup. Any additional hours needed to complete the Baseline Site setup will be addressed in a SCR to be agreed upon and executed by the parties. Implementation fees are detailed in the chart below:

Site Implementation Services	Hours	Fee
System set-up and configuration of Evaluation, PD, and Calibration Tools	340	\$49,900.00
Site Implementation - See attached Service Descriptions (based on 4 Evaluation Plans)	NA	\$97,675.00
Total of all Site Implementation Services:		\$147,575.00

2. **TRAINING SERVICES.**

Training Services	Quantity	Fee
Onsite Kick Off	1	0.00
Onsite Training Days - \$2,400 each	17	0.00
Bundle of 3 Training Videos	1	0.00
Total of all Training Services:		\$0.00

3. **SUBSCRIPTION FEES.**

Annual Subscription Fee rates listed in the chart below are for the Initial Term of the Contract and include hosting services. Calculated fees in the chart are based on estimated numbers of employees and observers. Actual fees are to calculated using the rates shown below and actual numbers of employees and observers determined by MNPS

Product	Subscription Term	Subscription Fee
PD Management System - 11,200 Users @ \$11.66	7/1/2017 – 6/30/2018	\$130,592.00
Evaluation - 11,200 Users @ \$17.83		\$199,696.00
Calibration - 500 Observers @ \$105		\$52,500.00
Total Subscriptions		\$382,788.00

Subscription, Services and Hosting Agreement

This Subscription, Services and Hosting Agreement ("Agreement") is by and between **iAssessment, LLC**, a Utah limited liability company also known as **Truenorthlogic**, located at 8180 South 700 East, Suite 250, Sandy, Utah 84070 ("TNL") and **Shelby County Board of Education, operating as Shelby County Schools** ("Customer" or "SCS") located at **160 S. Hollywood Street - Memphis, TN 38112**. This Agreement is effective as of the last date of signature ("Effective Date"). The Agreement consists of this Agreement and the Exhibits, and any documents attached to or incorporated by reference into the Agreement (the "Other Documents"). In the event of any conflict or ambiguity, the following order of precedence controls the Agreement: (1) the Agreement; (2) Other Documents.

1. **SUBSCRIPTION.** This Agreement provides Customer access to and usage of the TNL-hosted Customer Site and TNL's internet-based K-12 professional growth system including application software required to support the Products.

2. **TNL PRODUCTS AND SERVICES.**

- a. **Implementation Services.** TNL will provide Implementation Services for the implementation, operation, and maintenance of a Customer-branded website on the World Wide Web portion of the Internet ("Site"). The Site will include certain proprietary software of TNL and certain content provided by Customer.
- b. **Hosting Services.** TNL will provide Hosting Services to Customer for the Site, any software applications and Products as specified and described in Exhibit A. The Products will be hosted by TNL on the TNL platform.
- c. **Products.** TNL will provide Customer access to and use of Products for the number of users, the term and at the cost specified in Exhibit A.
- d. **Training Services.** TNL will provide Site and Product training and/or documentation and videos for the Customer as detailed in Exhibit A. Training will be scheduled as mutually agreed by the parties and must be completed during the term of the Agreement, and any renewal terms.

3. **TNL OBLIGATIONS.**

- a. The Customer Site will be updated and maintained including bug fixes. Customer will be notified by the TNL Project Team regarding scheduled system maintenance, product patch release dates and associated information. TNL warrants that the Products will perform in accordance with the specifications and functionality described in TNL's response to Customer's Request for Proposals ("RFP Response"), which RFP Response is incorporated into this Agreement by reference, and will not materially degrade during the term of the Agreement.
- b. TNL will provide any Customer requested updates, revisions and enhancements for the Site per an executed Service Change Request form ("SCR") in the form attached as Exhibit B. Each SCR is an amendment to the Agreement, and must be executed by the parties prior to work commencing.
- c. TNL will provide ongoing support and maintenance services for the Professional Growth System including application software required to support the Products with all bug fixes and enhancements when generally made available.

4. **CUSTOMER OBLIGATIONS.** During the term of the Agreement, Customer agrees to:

- a. be responsible for Site end-user registration, maintenance of passwords and accounts for end-user access, and to keep its passwords secure and confidential;
- b. be solely responsible for Customer Data and all activity in its account and on the Site;
- c. use commercially reasonable efforts to prevent unauthorized access to its account, and notify TNL promptly of any such unauthorized access;
- d. use the Site, Products and Services only in accordance with TNL's written technical guides and applicable law. Customer may allow authorized third parties to access the Product and Site in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Customer; and

- e. be responsible for compliance by such Customer-authorized third parties with applicable law and this Agreement.

5. **FEES.**

- a. **Payment Terms.** Customer will pay all fees net thirty (30) days of receipt of invoice.
- b. **Taxes.** Except to the extent that Customer provides TNL with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Invoice (except for any TNL income or TNL employee taxes).

6. **INTELLECTUAL PROPERTY, OWNERSHIP AND LICENSES.**

- a. **License to Use Products.** TNL grants to Customer access to and use of each Product for the number of users and for the term specified in Exhibit A, solely for Customer's internal educational and training purposes.
- b. **Customer Data.** All data and content uploaded or entered into the Site or a Product by Customer remains the property of Customer, as between TNL and Customer ("Customer Data"). Customer grants TNL the right to use the Customer Data solely for purposes of performing under this Agreement and in accordance with applicable state and federal law. During the term of this Agreement, Customer may export its Customer Data to the extent allowed by functionality within the Site and the Product. Customer warrants and represents that Customer has appropriate rights to any Customer Data added to the Site or any Product.

1. **Extraction of Customer Data.** Customer may periodically request an extract of raw data as necessary for its business operations. TNL shall, within five (5) business days of Customer's request, provide Customer, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to TNL), an extract of the Customer Data in the format specified by Customer. TNL and Customer will agree upon a reporting format for Customer Data required on a frequent basis.
2. **Backup and Recovery of Customer Data.** As a part of the Services, TNL is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, TNL shall maintain a contemporaneous backup of Customer Data that can be recovered within two (2) hours at any point in time. Additionally, TNL shall store a backup of Customer Data in an off-site "hardened" facility no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein. Any backups of Customer Data shall not be considered in calculating storage used by Customer.
3. **Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by TNL that relate to the protection of the security, confidentiality, or integrity of Customer Data, TNL shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of personally identifiable information, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, etc. ("PII"), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Customer's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Customer for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence; (g) be responsible for recreating lost Customer Data in the manner and on the

schedule set by Customer without charge to Customer; and, (h) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures TNL will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of TNL's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps TNL has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by TNL. This Section shall survive the termination of this Agreement.

- c. Restrictions. Customer may not (i) sell, resell, rent or lease the Professional Growth System, Site, Products, or any deliverable under this Agreement, or use the Professional Growth System, Site, Products or any deliverables in a service provider capacity; (ii) use the Professional Growth System, Site, Products or any deliverables to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Professional Growth System, Site, Products or any deliverables or attempt to gain unauthorized access to the Professional Growth System, Site, Products, any deliverables or their related systems or networks; (iv) use the Professional Growth System, Site, Products or any deliverables for any use other than for internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Professional Growth System, Site, Products or any deliverables, or modify, create derivative works based on the Professional Growth System, Site, Products or any deliverables; or (vi) access the Professional Growth System, Site, Products or any deliverables to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. Any such materials placed on the Professional Growth System, Site, Products or any deliverables which do not satisfy the foregoing requirements shall be deemed to be a material breach of this Agreement and may be removed by TNL.
- d. Products. All audio, video and other content, curriculum, documentation, and software (including without limitation applets, animations, and application software) required to support the Site, Services or Products provided by TNL as part of the Subscription are licensed to Customer as follows: TNL grants Customer a non-exclusive, non-transferable license during the term of the Agreement to access and use the Site, Services or Products for internal educational and training purposes solely in connection with this Agreement.
- e. Artistic and Content Control. Except as expressly provided otherwise under the Agreement, Customer shall have exclusive artistic and editorial control over the Site, including the Site design and integration of Customer Content. Any changes made to the artistic and editorial content of the Site following Customer's initial acceptance of the Site, will be subject to a SCR executed by the parties.
- f. TNL's Reservation of Rights. The content, documentation, code, software, workflow processes, user interface, website, designs, design concepts, know-how, methodologies, Products and other items provided by TNL under this Agreement are the proprietary property of TNL and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with TNL. Customer may not remove or modify any proprietary marking or restrictive legends in the Professional Growth System, Site, Products or any deliverables. TNL reserves all rights unless expressly granted in this Agreement.

7. MUTUAL CONFIDENTIALITY.

- a. Definition of Confidential Information. Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by applicable law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). TNL's Confidential Information includes without limitation the Product, its user interface design and layout, pricing information, the Services or any deliverables.
- b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and

contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

- c. Exclusions. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide the non-disclosing party with advance notice to seek a protective order, except that, where disclosure is required by SCS under the State of Tennessee's Open Records Act, SCS shall have no obligation to provide TNL with advanced notice.

8. INDEMNIFICATION.

- a. TNL will defend or settle any third party claim against Customer to the extent that such claim alleges that TNL technology used to provide the Site, Services or Products violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies TNL of the claim in writing, cooperates with TNL in the defense, and allows TNL to solely control the defense or settlement of the claim. TNL will pay infringement claim defense costs, TNL-negotiated settlement amounts, and court awarded damages incurred as part of its obligations under this Agreement. If such a claim appears likely, then TNL may modify the Site, Services or Products, procure the necessary rights, or replace the infringing part of the Site, Services or Products with a functional equivalent. If TNL determines that none of these are reasonably available, then TNL may terminate access to the Site, Services or Products, without any liability to SCS, and refund any prepaid and unused fees. TNL has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by TNL or for any third party web services not owned by TNL. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND TNL'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

9. WARRANTY AND WARRANTY EXCLUSION.

- a. Compliance Warranty. Each party will comply with, and will cause each of its employees, agents, and contractors to comply with all laws applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). TNL will implement reasonable and typical administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Confidential Information (defined above) and data.
- b. TNL Service Warranty. TNL warrants that commercially reasonable efforts will be made to maintain the online availability of the Site, Services or Products. CUSTOMER'S EXCLUSIVE REMEDY AND TNL'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR TNL TO REPAIR THE NON-CONFORMING SERVICES OR PRODUCT, OR IF TNL CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN TNL MAY TERMINATE ACCESS TO THE SITE, SERVICES OR PRODUCTS AND REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING SERVICE.
- c. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL LICENSED MATERIAL IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SITE, SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE LICENSED MATERIAL, THE SITE, SERVICES OR PRODUCTS ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SITE, SERVICES OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SITE, SERVICES OR PRODUCTS WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
- d. Express Warranties. TNL represents and warrants that:
- (i) it is in the business of providing the Services and Products;
 - (ii) it is the lawful licensee or owner of the Services and Products (excluding any Customer Data therein) and has all the necessary rights in the Services and Products to grant the use of the Services and Products to Customer;

- (iii) it has the expertise to perform the Services and Products in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- (iv) it will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into Customer's computing and network environment by the Services and Products, and that, where it transfers a Virus to Customer through the Services and Products, it shall reimburse Customer the actual cost incurred by Customer to remove or recover from the Virus, including the costs of persons employed by Customer;
- (v) in the case of Customer's reasonable dispute of any TNL invoice, it shall not withhold the performance of Services and Products, including, without limitation, access and use of the Services and Products, technical support, maintenance, and extract of Customer Data; and,
- (vi) the Services and Products will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Response.

10. LIMITATIONS OF LIABILITY.

- a. EXCLUSION OF INDIRECT DAMAGES. TNL IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. TOTAL LIMIT ON LIABILITY. EXCEPT FOR TNL'S INTELLECTUAL PROPERTY INDEMNITY OBLIGATION IN SECTION 8 AND CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE ARISING OUT OF TNL'S NEGLIGENCE, TNL'S TOTAL LIABILITY FOR CONTRACT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY

11. TERM AND TERMINATION.

- a. Term. The term of this Agreement shall commence on the Effective Date and shall continue for the duration specified on the order (Term). Renewal orders shall be subject to the same terms and conditions of this Agreement unless either party agrees otherwise in writing. Renewal is subject to funding as provided for in Section 11(f) below.
- b. Mutual Termination for Material Breach. Except for non-payment, if either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- d. Suspension for Violations of Law. TNL may temporarily suspend the Service or remove the applicable Customer Data, or both, if TNL in good faith believes that Customer has violated a law as part of using the Subscription, a Service or a Product.
- e. Effect of Termination. Upon termination or expiration of the Agreement:
 1. TNL will end Customer's Subscription, and terminate Customer's access to the Site, Services, Products, and related software.
 2. Customer will immediately pay any fees due and owing prior to the termination date.
 3. Upon written request of Customer, TNL will make the Site and any Product available for Customer to export customer data for 90 days after termination.
- f. Funding-Out Clause. This Agreement is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, SCS reserves the right to terminate this Agreement upon written notice to TNL. Said termination shall not be deemed a breach of this Agreement by SCS. Upon receipt of written notice, TNL shall cease all work associated with this Agreement. In the event of termination, TNL shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, TNL shall have no right to recover from SCS any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- g. Non-payment of Fees. TNL may terminate the Agreement and Customer's access to the Site, Services, Products and associated software for Customer's non-payment of amounts owed upon notice and a thirty (30) day right to cure.

12. GENERAL.

- a. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided however that TNL may assign this Agreement to a purchaser of all or substantially all of its assets or its business provided that the assignee agrees to be bound by all of TNL's duties and obligations under this Agreement. Any attempt to assign this Agreement without such consent will be null and void.
- b. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.
- c. Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control including acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, failure of the internet, or fuel crises, provided that such party gives prompt written thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, at which time this Agreement will be deemed terminated by mutual consent of the parties subject to each party's post-termination obligations set forth in this Agreement.
- d. Notices. All notices under this Agreement will be deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered U.S. mail, return-receipt requested, or nationally recognized express courier, to the address shown above, attention the parties' authorized representative, or as may otherwise be specified by either party.
- e. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- f. Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- g. Export Control. The sale, resale, or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations, and orders of the United States of America and may be subject to the export and/or import control laws, regulations, and orders of other countries. Customer agrees to comply with all such laws, regulations, and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export, import, or transmission is restricted or prohibited. Customer acknowledges and agrees that Customer is responsible to obtain any license to export, re-export, import, or transmit as may be required.
- h. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Tennessee, exclusive of its rules governing choice of law and conflict of laws.
- i. Money Damages Insufficient. Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- j. No Additional Terms. TNL rejects additional or conflicting terms in any Customer form or purchasing document.
- k. Entire Agreement: Amendment. This Agreement and the attached Exhibits comprise the complete agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified by a written agreement executed by both parties. Notwithstanding anything to the contrary, To the extent of a conflict between the provisions of the documents referenced herein, the order of precedence shall be: (1) first, this Agreement; (2) second, SCS's Request for Proposal ("RFP"); and (3) third, TNL's RFP Response.

IN WITNESS WHEREOF, the Parties have caused this Subscription, Services and Hosting Agreement to be executed as of the Effective Date.

Customer: Shelby County Board of Education

iAssessment LLC aka Truenorthlogic

By: 

By: 

Name: Dorsey E. Hopson, II

Name: Jeanette Harken

Title: Superintendent

Title: CPO

Date: 06/30/14

Date: 6/20/2014

By: 

Name: Teresa Jones

Title: Board Chairperson

Date: 6-23-16

By: 

Sybille S. Noble, Director, Contracts Management & Compliance

EXHIBIT A**FEES and PRICING****District Pricing Summary:**

- a. Standard system concurrency user rate is 3% of all SCS portal users.
 - b. The Products are provided with the" functionality generally available on the Effective Date of this contract.
 - c. No custom work is included in the listed price.
 - d. System will perform in accordance with functionality described in TNL RFP Response.
1. **SITE IMPLEMENTATION FEES.** The Site Implementation Fees are based on the standard hours required by TNL to perform the Baseline Site setup. Any additional hours needed to complete the Baseline Site setup will be addressed in a SCR to be agreed upon and executed by the parties. Implementation fees are detailed in the chart below:

Site Implementation Services	Hours	Fee
System Setup and configuration of Evaluation, Professional Development and Calibration Tools Course Approval 2 Certified (TEAM/TEM) and 1 Classified (NIE) Evaluation Workflows/Wireframes with corresponding rubrics Growth Plan Wireframe Set-up/Configuration of Survey module Student Roster Imports One-time Historical Course Imports One-time Historical Evaluation Imports (PDF final version) Certification Import Integration with Edivate HRIS nightly import SAML Authentication Testing Server Professional Services and Training	340	\$49,900.00
		\$82,675.00
Total of all Site Implementation Services:		\$132,575.00

2. **TRAINING SERVICES.** Training must be taken within the initial term of this contract.

Training Services	Quantity	Fee
On-site Training Days	17	\$0
Bundle of 3 Training Videos	3	\$0
Onsite Kick Off	1	\$0
Total of all Training Services:		\$0

3. **SUBSCRIPTION AND HOSTING FEES.**

Subscription Fees listed in the chart below are for Year one (1) with the option for three (3) annual renewals of the contract and included hosting services. All fees will remain constant for the initial term and the three (3) optional renewal terms. The fee may increase 3% annually at the expiration of the initial term and three optional renewals.

Product	Subscription Term	Subscription Fee
TNL PD Management Tool with Course Approval, Historical Course Import, Certification and Licensure with import up to 12,000 users TNL Evaluation Tool with plan build outs for TEAM, TEM, and NIE, Student Roster Import, Historical Evaluation Data Import, Growth Plan, and Surveys up to 12,000 users. TNL Calibration Tool for 500 observers	July 1, 2016- June 30, 2017	\$ 842,325.00

Product	Subscription Term	Subscription Fee
SINET's Edivate content library and embedded video capture and annotation software.		
Total Subscriptions		\$ 842,325.00

4. **INVOICING:**

Milestone	Fee Due Upon Milestone Completion	Invoice Terms
System Availability, estimated July 1, 2016	\$405,700.00	NET 30
Video Library Availability, by no later than August 1, 2016	\$436,625.00	NET 30
Requirements/Kick Off Meeting User Import Files Sign-off	\$12,475.00	NET 30
Evaluation Configuration/Wireframe Sign-off	\$12,475.00	NET 30
Calibration Configuration/Wireframe Sign-off	\$12,475.00	NET 30
Professional Development Configuration and Set-up	\$12,475.00	NET 30
Professional Development Training Plan and Materials Sign-off	\$0	N/A
Professional Services and Training per SCR.	\$82,675.00	Billed as Delivered Net 30

Exhibit B

SERVICE CHANGE REQUEST (SCR)

A Service Change Request ("SCR") is governed by the terms of the Subscription, Services and Hosting Agreement dated _____ ("Agreement") by and between Truenorthlogic and Customer. Customer and TNL will work collaboratively on any requested changes to the Site, implementation services, Site functionality, software or project scope. TNL will provide Customer with costs and time estimates, as well as recommendations to mitigate problems and clarify expectations for each SCR. Both parties will execute, in writing, each SCR in a form like that attached below prior to start of any work.

Each SCR will contain the following information:

- 1) SCR Submitted Date provided by the TNL Project Team or Account Executive.
- 2) SCR Request Number.
- 3) SCR Change Title provided by the TNL Project Team or Account Executive.
- 4) Name of Customer contact submitting the SCR.
- 5) Projected Level of Effort ("LOE") and Timing determined by TNL. The LOE is based upon Requested Completion Date, SCR approval and TNL's Implementation schedule.
- 6) Reason/High Level Description will provide further detail of the SCR request and goals and/or objectives to meet the customer's expectation or end result.
- 7) Change Type will provide the type of Service of the SCR request; Implementation, Training and/or increase to subscription count.
- 8) Cost of the SCR project to be determined by factors including the LOE, Implementation changes, Scope of Work, additional Products or increase in Subscription count.
 - a. Minor Changes may be done at no additional cost at the sole discretion of TNL.
 - b. Major Changes (those that require system Implementation work) will be priced at TNL current rates.
 - c. Ongoing Cost is the cost to be included at annual license renewal. **Note** - Customer's Annual Subscription fee may increase if SCR creates additional load to the Customer's Site beyond the original Site design.
- 9) Major changes will result in a 20% increase in Customer's Annual Subscription fee due to increase in maintenance costs for additional Site functionality. Cost increase is noted in SCR as applicable.
- 10) SCR to be completed by TNL Project Team or Account Executive.
- 11) SCR will be executed by TNL and Customer prior to the commencement of any work.

Exhibit B

Form of SERVICE CHANGE REQUEST (SCR)

CHANGE IDENTIFICATION FOR <CLIENT NAME>

Date Submitted	Request Number
Change Title	LOE / Timing
Completed By (TNL):	Cost Estimate
Requested By (Client):	Change Type
Ongoing Cost	
Reason (optional)	

HIGH LEVEL DESCRIPTION

Approved / Denied	Explanation

_____	_____	_____
TNL Executive Sponsor	Title	Date

_____	_____	_____
Client Executive Sponsor	Title	Date

- Pricing reflects current Truenorthlogic pricing
- Pricing is valid until <90 DAYS FROM DATE SUBMITTED>
- Truenorthlogic software fees are due annually on the contract or contract renewal date with invoice terms NET 30
- Truenorthlogic software fees include new software releases, maintenance patches, hosting, managed backup, and support
- Truenorthlogic services fees are due upon completion of delivery milestones established upon contract

**AMENDMENT
to the
Subscription, Services and Hosting Agreement**

This Amendment ("Amendment") to the Subscription, Services and Hosting Agreement ("Agreement") is made and entered into as of the date of last signature ("Effective Date") by and between **iAssessment, LLC**, a Utah limited liability company also known as Truenorthlogic, located at 8180 South 700 East, Suite 250, Sandy, Utah 84070 ("TNL") and **Shelby County Board of Education**, operating as **Shelby County Schools** ("Customer" or "SCS") located at 160 South Hollywood Street, Memphis, TN 38112 ("Customer").

- A. TNL and SCS entered into a Subscription, Services and Hosting Agreement dated June 20, 2016.
B. TNL and SCS desire to amend and modify the terms of the Agreement as stated below.

NOW THEREFORE, the Parties agree as follows:


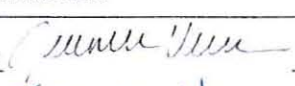
1. Section 12 - GENERAL. The parties agree to amend the Agreement and add the following language to Section 12 stating obligations of the parties regarding audit and record retention in the form below:


1. RECORDS AND AUDITS. TNL shall make and keep as the same accrue, full and complete books, documents, accounting records and other evidence, that specifically relate to this Agreement, in accordance with generally accepted accounting principles. TNL shall retain such records, and shall make same available to CUSTOMER, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to CUSTOMER upon request.

Upon reasonable notice, the TNL shall permit CUSTOMER, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter the TNL's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by the TNL. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

2. To the extent of any inconsistency between this Amendment and the Agreement, this Amendment will control. Any terms in this Amendment shall have the same meaning given such terms in the Agreement unless otherwise provided herein.
3. Except as amended or supplemented by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of each Party hereby cause this Amendment to be binding and effective on and as of the Effective Date.

Shelby County Board of Education	iAssessment LLC
Signed: 	Signed: 
Name: <u>Dorsey Hopson</u>	Name: <u>Jeanette Hares</u>
Title: <u>Superintendent</u>	Title: <u>CPO</u>
Date: <u>06/30/16</u>	Date: <u>6/24/16</u>


Teresa D. Jones, Board Chairperson
Shelby County BOE - Amendment to add audit provision 2016.0620.docx

Page 1

**APPROVED
AS TO FORM AND SUBSTANCE**

**SYBILLE S. NOBLE
DIRECTOR OF CONTRACTS**

Date 6-28-16

Certificate Of Completion

Envelope Id: A38AE2FD952148B1BEF41FBF0B2AB0E2

Status: Completed

Subject: Performance Matters 2-276664-00: PD Management

Source Envelope:

Document Pages: 23

Signatures: 11

Envelope Originator:

Certificate Pages: 7

Initials: 5

Gary Appenfeller

AutoNav: Enabled

2601 Bransford Ave

Envelopeld Stamping: Enabled

Nashville, TN 37204

Time Zone: (UTC-06:00) Central Time (US & Canada)

gary.appenfeller@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

Holder: Gary Appenfeller

Location: DocuSign

12/8/2016 12:48:09 PM

gary.appenfeller@mnps.org

Signer Events

Signature

Timestamp

Woody Dillaha

woody.dillaha@performancematters.com

President & Cofounder

Security Level: Email, Account Authentication
(None)

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Signed: 12/16/2016 2:03:00 PM

Electronic Record and Signature Disclosure:

Accepted: 12/14/2016 7:28:39 AM

ID: 8a9fa48a-ad01-496b-98f8-1ae4a6d8278d

Gary Appenfeller

gary.appenfeller@mnps.org

Director of Purchasing

Metro Nashville Public Schools

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Doug Renfro

douglas.renfro@mnps.org

ID Lead

Martin Professional Development Center

Security Level: Email, Account Authentication
(None)

DS


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Signed using mobile

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Signed: 12/17/2016 7:13:12 AM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2015 7:12:47 AM

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Toni Russell

toni.russell@mnps.org

Security Level: Email, Account Authentication
(None)

DS


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Signed: 12/20/2016 10:03:19 AM

Electronic Record and Signature Disclosure:

Accepted: 12/20/2016 8:39:20 AM

ID: cd9b0ec5-83bb-4b75-ba8a-bab97a0aa358

Signer Events	Signature	Timestamp
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<p>Deborah Story deborah.story@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  41B07F97AB4491...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/20/2016 10:47:13 AM Viewed: 12/20/2016 1:55:27 PM Signed: 12/27/2016 8:34:29 AM</p>
<p>Monique Felder monique.felder@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/27/2016 11:51:36 AM ID: cb6b214f-9532-44d6-a3d1-7ba9b56c285d</p>	<p>DocuSigned by:  89E8F286943944A...</p> <p>Using IP Address: 50.190.119.92</p>	<p>Sent: 12/27/2016 8:34:31 AM Viewed: 12/27/2016 11:51:36 AM Signed: 12/27/2016 11:53:12 AM</p>
<p>Glenda Gregory Glenda.gregory@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/3/2013 10:38:22 AM ID: 7aab87f9-6f08-4aa4-9d95-b16b2beb02a7</p>	<p>DS </p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/27/2016 11:53:15 AM Viewed: 12/27/2016 12:12:48 PM Signed: 12/27/2016 12:13:42 PM</p>
<p>Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/6/2013 8:41:36 PM ID: 51a69a5d-a0b4-4155-bc59-1cfd0c183010</p>	<p>DocuSigned by:  E7455D2A3FD74A4...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/27/2016 12:13:45 PM Viewed: 12/27/2016 12:50:54 PM Signed: 12/27/2016 12:51:17 PM</p>
<p>Anna Shepherd annie.pugh@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  F429FA4B630A4A1...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 12/27/2016 12:51:19 PM Resent: 12/28/2016 12:00:10 PM Resent: 12/28/2016 12:00:29 PM Viewed: 12/28/2016 12:01:02 PM Signed: 12/28/2016 12:01:45 PM</p>

Signer Events	Signature	Timestamp
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<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/28/2016 3:29:59 PM ID: 13fd1721-0df1-47d0-9609-fcd888c3c215</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 12/28/2016 3:18:43 PM Viewed: 12/28/2016 3:29:59 PM Signed: 12/28/2016 3:34:10 PM</p>
<p>Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/16/2013 9:15:56 AM ID: f09ba54f-35ed-45e3-b42c-7144f4e60a8d</p>	 <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 12/28/2016 3:34:13 PM Resent: 1/4/2017 7:25:40 AM Viewed: 1/4/2017 8:39:39 AM Signed: 1/4/2017 8:42:02 AM</p>
<p>Mark Murray, Legal mark.murray@nashville.gov Metropolitan Attorney Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/4/2017 9:34:43 AM ID: 42842a0d-203e-4852-9a8e-3b73544d6b46</p>	 <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 1/4/2017 8:42:05 AM Viewed: 1/4/2017 9:34:43 AM Signed: 1/4/2017 9:35:37 AM</p>
<p>Shannon Hall Marlene.fuller@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/4/2017 9:38:18 AM ID: eadfaa49-ff62-47f0-b61a-5bfebd5a7d50</p>	 <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 1/4/2017 9:35:40 AM Viewed: 1/4/2017 9:38:18 AM Signed: 1/4/2017 9:38:29 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Peggy Winstead peggy.winstead@mnps.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/17/2015 8:25:54 AM ID: 5a3940c8-e8fe-4588-91fb-30986b17d51b	COPIED	Sent: 12/27/2016 12:13:45 PM
Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/28/2016 3:29:59 PM ID: 13fd1721-0df1-47d0-9609-fcd888c3c215	COPIED	Sent: 1/4/2017 9:35:40 AM
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/4/2017 9:35:40 AM
Certified Delivered	Security Checked	1/4/2017 9:38:19 AM
Signing Complete	Security Checked	1/4/2017 9:38:29 AM
Completed	Security Checked	1/4/2017 9:38:29 AM
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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BOARD OF EDUCATION AMENDMENT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance

Contract Number: 2-276664-00A1

Contractor: Performance Matters

Sourcing Method: Piggy-Back Shelby County Schools (RFP#03/22/2016)

Start Date: 6/13/2018 End Date: 6/30/2019

Address: 8860 E. Chaparral Road, Suite 100

City: Scottsdale

State: AZ

Zip: 85250

Supplier Number: 276664

Supplier Email: legal@performancematters.com

PURPOSE OF CONTRACT:

Amendment #1 to extend the contract term to June 30, 2019 and increase compensation by \$160,000 to reach a new not to exceed value of \$690,004. Contract is for Contractor's TrueNorthLogic personalized professional development management platform.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes**

Board Approval Date: ~~6/12/2018~~ 6/26/2018

Is this an Intergovernmental Contract? **No**

Is this a Revenue contract (Board of Education will receive funds)? **No**

Is there DBE Participation? **No**

Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV

Value of DBE Participation: \$

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive: \$

Business unit to which it will be deposited:

Are matching funds required? **No**

If yes, amount of obligation: \$

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

The additional funding obligated by the amendment: \$ \$160,000

The not to exceed contract value is: \$690,004.00

BUDGET INFORMATION:

Account number: 80101655.502229.2203910

Fund number: 35131

GP GG RS

MNPS Contact Person: Doug Renfro

Phone Number: 615-298-8456

Contract Agent: Kevin Edwards

Phone Number: 615-259-8548

**AMENDMENT NUMBER 1 TO
METROPOLITAN BOARD OF PUBLIC EDUCATION CONTRACT
WITH
PERFORMANCE MATTERS LLC
FOR
PURCHASE OF GOODS/SERVICES**

This amendment is entered into by and between the **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education** ("MBPE" or "MNPS") and **Performance Matters LLC**, 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ 85250 ("Contractor").

W I T N E S S E T H

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement filed with the Metro Clerk's Office on January 4, 2017, MBPE Contract 2-276664-00, collectively hereinafter the "Contract", the parties hereby agree as set forth below.

1. Section 3 a) of the Contract has been removed and replaced with the following:

The Contract term will begin November 30, 2016 and end June 30, 2019.

2. The total compensation in Section 5 e) of the Contract has been increased by \$160,000 to reach a new not to exceed total of \$690,004. Therefore, Section 5 e) has been removed and replaced with the following:

Total compensation for this Contract shall not exceed \$690,004.

3. Subject to the modifications set forth in this Amendment, the above-referenced Contract between the parties is hereby ratified and confirmed.
4. This Amendment shall not be binding upon the parties until it has been signed first by the authorized representatives of Contractor, by the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

Contract Number: 2-276664-00A1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:

APPROVED:

Anna Shepherd
MBPE Board Chair

David Briley RR
Mayor

RECOMMENDED:

Jeff Gossage
Director of Procurement

Tommy D. Smith
Department Head

Monique Felder
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: 80101655.502229.2203910 GP GG

David L. Smith
Chief Operating Officer

Talia Lomax-O'Dneal RS
Metropolitan Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Carly Elliott
Metropolitan Attorney

CONTRACTOR:

PeopleAdmin, Inc.
Firm/Organization

John H. Blaha
Signature

John H. Blaha
Name

CEO
Title

5/16/2018 | 8:20 AM CDT
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Elizabeth Waites
Metropolitan Clerk

7/5/2018 | 10:30 AM CDT
Date Filed

Certificate Of Completion

Envelope Id: EA6D4FDAAF03416D9AD5590DC7BCF193

Status: Completed

Subject: Performance Matters LLC 2-276664-00A1

Source Envelope:

Document Pages: 3

Signatures: 10

Envelope Originator:

Certificate Pages: 4

Initials: 7

Kevin Edwards

AutoNav: Enabled

2601 Bransford Ave

Envelopeld Stamping: Enabled

Nashville, TN 37204

Time Zone: (UTC-06:00) Central Time (US & Canada)

Kevin.Edwards@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

Holder: Kevin Edwards

Location: DocuSign

5/15/2018 9:51:33 AM

Kevin.Edwards@mnps.org

Signer Events

Signature

Timestamp

Jeff Gossage

Jeff.Gossage@mnps.org

Director, Procurement Department

MNPS

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John H. Blaha

legal@peopleadmin.com

CEO

PeopleAdmin, Inc.

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gary Pope

Gary.Pope@mnps.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Glenda Gregory

Glenda.Gregory@mnps.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Doug Renfro

Douglas.Renfro@mnps.org

ID Lead

Martin Professional Development Center

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Jeff Gossage

Using IP Address: 96.4.9.1

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Signed: 5/15/2018 10:38:42 AM

John H. Blaha

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Sent: 5/15/2018 10:38:43 AM

Viewed: 5/16/2018 8:20:10 AM

Signed: 5/16/2018 8:20:19 AM

GP

Using IP Address: 96.4.9.1

Sent: 5/16/2018 8:20:20 AM

Viewed: 5/16/2018 9:07:26 AM

Signed: 5/16/2018 9:09:10 AM

GG

Using IP Address: 96.4.9.1

Sent: 5/16/2018 9:09:11 AM

Viewed: 5/16/2018 12:48:53 PM

Signed: 5/16/2018 12:49:01 PM

Douglas Renfro





Using IP Address: 108.222.196.213

Sent: 5/16/2018 12:49:03 PM

Viewed: 5/16/2018 3:44:33 PM

Signed: 5/16/2018 3:44:46 PM

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Monique Felder Monique.Felder@mnps.org Security Level: Email, Account Authentication (None)	 Using IP Address: 69.137.99.100	Sent: 5/16/2018 3:44:48 PM Viewed: 5/16/2018 8:18:54 PM Signed: 5/16/2018 8:19:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Edwards kevin.edwards@mnps.org Contracting Agent Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	Completed Using IP Address: 96.4.9.1	Sent: 5/16/2018 8:19:33 PM Viewed: 6/13/2018 7:00:40 AM Signed: 6/13/2018 7:00:42 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Edwards kevin.edwards@mnps.org Contracting Agent Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	Completed Using IP Address: 96.4.9.1	Sent: 6/13/2018 9:10:28 AM Viewed: 6/27/2018 8:13:46 AM Signed: 6/27/2018 8:13:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)	 Using IP Address: 107.77.233.140 Signed using mobile	Sent: 6/13/2018 7:00:43 AM Resent: 6/27/2018 8:13:55 AM Viewed: 6/13/2018 8:48:13 AM Signed: 6/27/2018 8:18:16 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Anna Shepherd cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)	 Using IP Address: 96.4.9.1	Sent: 6/27/2018 8:18:17 AM Viewed: 6/27/2018 10:52:00 AM Signed: 6/27/2018 10:52:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Richard Swiger Richard.Swiger@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.190	Sent: 6/27/2018 10:52:08 AM Viewed: 6/29/2018 9:38:48 AM Signed: 6/29/2018 9:44:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Talía Lomax-O'dneal donna.foster@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 6/29/2018 9:44:32 AM Viewed: 6/29/2018 9:46:35 AM Signed: 6/29/2018 9:47:17 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 6/29/2018 9:47:19 AM Viewed: 6/29/2018 3:08:28 PM Signed: 6/29/2018 3:17:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carly Elliott carly.elliott@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 63.153.21.56 Signed using mobile	Sent: 6/29/2018 3:17:55 PM Viewed: 7/2/2018 10:57:55 AM Signed: 7/2/2018 10:58:01 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Richard Riebeling richard.riebeling@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 7/2/2018 10:58:05 AM Viewed: 7/5/2018 6:54:29 AM Signed: 7/5/2018 6:54:38 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
David Briley david.briley@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 7/5/2018 6:54:40 AM Viewed: 7/5/2018 10:23:00 AM Signed: 7/5/2018 10:23:13 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Elizabeth Waites Marlene.fuller@nashville.gov Metropolitan clerk Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 7/5/2018 10:23:16 AM Viewed: 7/5/2018 10:29:53 AM Signed: 7/5/2018 10:30:18 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Sally Palmer</p> <p>Sally.Palmer@nashville.gov</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 7/2/2018 10:58:04 AM</p>
<p>Jackie Taylor</p> <p>jackie.taylor@mnps.org</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 7/5/2018 10:30:20 AM</p>

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/5/2018 10:30:20 AM
Certified Delivered	Security Checked	7/5/2018 10:30:20 AM
Signing Complete	Security Checked	7/5/2018 10:30:20 AM
Completed	Security Checked	7/5/2018 10:30:20 AM

Payment Events	Status	Timestamps
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